



Housing Authority
of the County of Stanislaus

(209) 557-2000
P.O. Box 581918
1701 Robertson Rd.
Modesto, CA 95358-0033
www.stancoha.org

REQUEST FOR PROPOSAL
FINANCIAL AUDIT SERVICES
(10976)

Issue Date: September 29, 2011

Proposals Due: November 3, 2011 @ 3 p.m.

Issued by:

Housing Authority of the County of Stanislaus
1701 Robertson Road
Modesto, CA 95351

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS

REQUEST FOR AUDIT PROPOSAL

A. INTRODUCTION

The Housing Authority of the County of Stanislaus (HACS) is inviting proposals from independent public accounting firms to perform an audit of the HACS's various programs for fiscal year ending September 30, 2011, September 30, 2012 and September 30, 2013.

The audit shall be conducted in accordance with Generally Accepted Auditing Standards and Government Auditing Standards, issued by the Comptroller General of the United States. The audit and financial statement shall meet the requirements of federal single audit regulations as prescribed by OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations, OMB Circular A-128, Audit for State and Local Governments, GASB-34 Basic Financial Statement's and Managements Discussion and Analysis for State and Local Governments and the U.S. Department of Housing and Urban Development's Public and Indian Housing Compliance Supplement. The financial statements are to be prepared by the auditor in accordance with General Accepted Accounting Principles (GAAP) and HUD's timetable for submission. This includes assistance with electronically submitting Financial Data Schedule (FDS) via the internet as required by the Real Estate Assessment Center (REAC).

B. GENERAL INFORMATION

The Housing Authority of the County of Stanislaus (HACS) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families within Stanislaus County. The HACS is headed by an Executive Director and is governed by a seven-person board of commissioners, and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR). Though brought into existence by a Resolution of the County of Stanislaus, the HACS is a separate entity from the County.

HACS owns, operates and manages 647 units of Low Rent Public Housing (HUD), 356 USDA Rural Development Farm Labor Housing and 317 units of other affordable housing, manages 213 units of Migrant Farm Worker Housing (OMS), administers up to 4,095 Housing Choice Vouchers and administers grant programs for the Modernization of Low Rent Public Housing units (Capital Fund), Shelter Plus Care and Supportive Housing Grant.

Regulations pertaining to federally assisted programs are promulgated by the U.S. Department of Housing and Urban Development (HUD).

Attachment 1 is a list of major federally assisted programs of HACS.

The Authority's fiscal year begins on October 1st and ends on September 30th. The last audit was performed for the fiscal year that ended on September 30, 2010. Prior year audit reports may be reviewed at the HACS office located at 1701 Robertson Road, Modesto, CA 95351. Please call the HACS Deputy Director of Finance, Linh Luong, at (209) 557-2063 to arrange for an appointment if you wish to review the statements.

HACS utilizes Yardi Software for housing and finance purposes.

D. SCOPE OF WORK

1. A financial statement and compliance audit of HACS for fiscal year ending September 30, 2011 performed in accordance Section A, paragraph 2 of this RFP. The statement should include the following:

- Statement of Net Assets
- Statement of Revenues, Expenses and Changes to Retained Earnings
- Statement of Cash Flows
- Notes to Financial Statements
- Combining Financial Statements (GAAP basis) by fund/program
- Schedule of Expenditures of Federal Awards
- Statement of Certification of Actual Capital Fund Costs – Completed for the year
- Report on Compliance With Applicable Laws, Regulations and Grant Agreements for:
 - Section 8 Housing Assistance Programs
 - Low Income Public Housing Program
 - Capital Fund Programs
 - Shelter Plus Care Programs
 - Supportive Housing Program
 - Locally owned units, locally managed units and local funds

The above procedures should be performed in accordance with OMB Circular, A-133 and the Public and Indian Housing Compliance Supplement.

- Report on Internal Controls in accordance with OMB Circular, A- 133.
- Prepare Bureau of Census Data Collection form
- Provide any needed technical assistance in the submission of the Financial Data Schedule.
- Provide any needed technical assistance in completing the cash flow.
- Provide any needed technical assistance in completing footnotes & management & discussion analysis.

2. Attestation by auditors on Financial Data System (FDS) data as to its “fair presentation in relation to audited basic financial statements” in accordance with Government Auditing Agency (GAA) standards.
3. A separate attestation of agreed-upon procedures engagements under AICPA Statement on Standards for Attestation Engagements (SSAE) No. 4. Agreed-Upon Procedures Engagements whereby the auditor compares the electronically submitted data in the REAC staging database to the hard copy of the audit report and FDS.
4. Prepare Debt Service Ratio Covenant Certificate for Valley Manor Program.
5. Complete Internal Revenue Service Form 990 and Schedule for Great Valley Housing Development and, if applicable.
6. Complete California Franchise Tax Board Form 199 and Schedule for Great Valley Housing Development, if applicable.
7. Complete Attorney General’s Registry of Charitable Trusts Form RRF-1 for Great Valley Housing Development.
8. Complete Internal Revenue Service Form 1065 and Schedule, Form 8825, Form 4562, Form 8586, Form 8609-A for Woodstone Associates.
9. Complete California Franchise Tax Board Form 565 and Schedule, Form 3885P, Form 8825 for Woodstone Associates.
10. Review and certify HUD Financial Data Schedule using REAC system.
11. If the need for other audit services arises concerning the fiscal year under audit, the HACS expects to be able to negotiate with the selected auditor to obtain the additional services needed.

12. REPORTS

- (1) The report shall include one (1) unbound and 25 bound copies of the HACS single audit report for period ending September 30 of the appropriate year covering all HACS programs. Additionally, one (1) unbound and five (5) bound copies of the audit report for the period ending June 30 of the appropriate year, of the State funded Migrant Program; and one (1) unbound and five (5) bound copies of audit report for the period ending September 30 of the appropriate year, of the Conant Place Program for California Housing Financing Agency (CalHFA). The Single Audit Act and REAC stipulate a submission requirement of no later than nine (9) months after the end of the audit period. However

- (2) One (1) unbound and fifteen (15) bound copies of the Great Valley Housing Development audit report for period ending September 30 and Woodstone Associates audit report for period ending December 31.
- (3) Certificate of Actual Modernization Cost Statements must be included in the audit reports as completed.
- (4) Preparation of the Data Collection Form for submission to the Federal Audit Clearinghouse.
- (5) Any other reports as requested by the Housing Authority and as required by HUD's Uniform Financial Reporting Standards (UFRS) for Public Housing Authorities.
- (6) Prepare Debt Service Ratio Covenant Certificate for Valley Manor Program.
- (7) Complete Internal Revenue Service Form 990 and Schedule for Great Valley Housing Development and, if applicable.
- (8) Complete California Franchise Tax Board Form 199 and Schedule for Great Valley Housing Development, if applicable.
- (9) Complete Attorney General's Registry of Charitable Trusts Form RRF-1 for Great Valley Housing Development.
- (10) Complete Internal Revenue Service Form 1065 and Schedule, Form 8825, Form 4562, Form 8586, Form 8609-A for Woodstone Associates.
- (11) Complete California Franchise Tax Board Form 565 and Schedule, Form 3885P, Form 8825 for Woodstone Associates.

E. EVALUATION OF AUDIT PROPOSALS

1. Evaluation Committee – an Evaluation Committee will evaluate Proposals received.
2. Review of Proposals – The Evaluation Committee will use a three-step method.

Step 1. Proposals must meet certain mandatory criteria in order to qualify for further evaluation.

- | | | |
|--|------------------------------|-----------------------------|
| <input type="checkbox"/> Is the firm properly licensed | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| <input type="checkbox"/> Is the firm independent | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| <input type="checkbox"/> Has disciplinary action been taken
Or pending against the firm | <input type="checkbox"/> yes | <input type="checkbox"/> no |

Step 2. Proposals will be scored using the following technical criteria. Points for each question will range from 0-15. The maximum technical score is 120 points.

Proposals should address each question.

- ❑ Does the firm have a quality control program to help ensure adherence to high professional standards? (0-10)
- ❑ Does the firm subject itself to “Peer Review” in order to provide an independent review of its quality control policies and procedures? (0-5)
- ❑ Did the “Peer Review” cover the governmental auditing section and was the “Peer Review” opinion attached? (0-5)
- ❑ Does the proposal fully respond to the needs of HACS with regard to this audit? (0-5)
- ❑ Will the firm be able to meet HACS’s deadlines? (0-10)
- ❑ Is the quality of the firms’ professional personnel to be assigned to the engagement and quality of the firm’s management support personnel available for technical consultation adequate? (0-15)
- ❑ Has the firm audited other Housing Authorities? If so, please list the Housing Authorities and indicate if we may contact them. What was the PHI/REAC rejection rate of these audits? (0-15)
- ❑ Will the field personnel to be assigned to the engagement have previous Housing Authority or local government experience? How experienced and credentialed are the staffs that will be involved in the audit? Are the “in-charge staff CPAs? (0-20)
- ❑ Does the proposal adequately describe in a clear, concise, and understandable manner the work to be performed including sampling techniques and analytical procedures to be used? (0-15)
- ❑ Does the proposal demonstrate the firm’s familiarity with generally accepted accounting principles (GAAP) as they apply to Housing Authorities? (0-10)
- ❑ Has the firm’s prior experiences with HACS or another Housing Authority, if any, been acceptable? (0-10)

Step 3. The maximum number of points relating to cost is 20. The score based on the cost of the proposal will be calculated by using the following formula:

$$\frac{\text{Lowest Cost of All Bids X 20 points}}{\text{Cost Proposed by this firm}}$$

The technical and cost scores will be combined for a maximum score of 140 points.

F. PROPOSAL FORMAT AND REQUIREMENTS

In order to secure information in a form which will ensure that your proposal will be properly evaluated, you are asked to submit your proposal in the format listed below. Standard proposal formats are acceptable provided the following information is included:

- Title page should include the proposal subject, the firm's name, address, phone and fax numbers, email address, and contact person, date of the proposal, Federal I.D., number of the firm and firm's license number with the State Board of Accountancy.
- A Table of Contents with page numbers.
- A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the time frame, a statement why the firm believes itself to be the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 90 days).
- Information about the firm. Is the firm local, national or regional? Identify the personnel from the office who will serve HACS. Does the firm meet all CPA licensing and continued education requirements? Is the firm independent with respect HACS? Provide the results of the firm's last peer review. A copy of the opinion and State Society's acceptance of the review should be included for the engagement partner, manager and senior.
- Provide prior experience in auditing Housing Authorities, non-profit organizations and local governments from the local office audit team. Provide references of at least four Housing Authority, local government or non-profit clients (with phone numbers and contact persons). The clients listed should be those served by members of the proposed audit team and/or local office who will be serving HACS.
- Provide information as to the approach, timing and work program of the engagement team.
- Briefly discuss your audit approach as to consideration of laws and regulations.
- Provide the results of the firm's last peer review.
- A proposed work plan and time schedule addressing the scope of work.
- A section identifying the staff that would be assigned to the project including their background and experience.
- Outline the level of support your firm will require of the HACS staff.
- Please indicate the total estimated hours required by classification by the partner, manager, senior and staff.

- A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan. Provide maximum fees (including all out-of-pocket expenses) for each of the years broken down in adequate detail so as to evaluate fee response, using the enclosed pricing form; completing one for each year of the contract period. **Please provide a separate cost for HACS single audit, Las Palmas audit and Woodstone Associates audit.**
- Provide maximum fees (including all out of pocket expense) for each of the first three years, broken down in adequate detail so as to evaluate fee response. **Please provide a separate cost for HACS single audit, Las Palmas audit and Woodstone Associates audit.**

G. WITHDRAWAL OF RFP

Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFP submittal deadline can be made; however, they may not be re-submitted after the deadline.

H. RFP COSTS

All costs incurred in the preparation and presentation of the RFP shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the RFP will become property of the HACS. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

I. COMPLIANCE WITH LAWS

The selected firm agrees to be bound by applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the audit contract.

J. AWARD BASIS

1. At the option of the HACS, firms may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.
2. HACS reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which HACS, acting in the sole and exclusive exercise of its discretion, deems to be in HACS's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

K. CONTRACTUAL DEVELOPMENT

If a proposal is accepted, HACS intends to enter into a contractual agreement with the selected bidder. Contract discussion and negotiation will follow the award selection. Bidders must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP, or developed subsequently during the selection process.

L. OTHER TERMS AND CONDITIONS

1. INSURANCE

The successful bidder shall furnish proof of insurance to HACS in the type and amount specified below before beginning work:

- a. Errors and omission coverage in the amount of \$1,000,000 single limit.
- b. Workers' Compensation as required by law.

2. LIABILITY

The successful bidder shall indemnify and hold harmless from any liability whatsoever; including wrongful death, based or asserted upon any act or omission of the bidder, its employees, sub-contractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this agreement. As part of the foregoing indemnity the successful bidder agrees to carry General Liability insurance coverage of \$1,000,000 per each occurrence and naming HACS as additional insured.

3. WORK PRODUCT

- a. All work papers prepared in connection with the contracted services will remain the property of the successful bidder. The work papers must be retained for a period of five years and be made available to HACS upon request.
- b. All reports rendered to HACS are the exclusive property of HACS and subject to its use and control.

4. INDEPENDENT CONTRACTOR

The successful bidder and its agents, officers and employees shall act at all times in an independent capacity during the term of the agreement and in the performance of the services to be rendered hereunder, and shall not act as, and shall not be, and shall not in any manner be considered to be agents, officers or employees of HACS.

5. ASSIGNMENT

The successful bidder thereof shall assign neither the agreement, nor any part without the prior written consent of HACS.

M. CONTRACT TERMS

You are invited to submit a proposal for audit for a three-year period. The audit is for the fiscal years ending September 30, 2011, September 30, 2012 and September 30, 2013.

HACS may terminate the audit contract upon written notice to the Contractor not less than sixty (60) days before the close of the fiscal year to be audited.

HACS reserves the right to cancel the agreement if it is determined that the selected firm is

not performing satisfactorily or is adversely affecting performance of HACS's activities. HACS will provide thirty (30) days written notice of termination.

HACS also reserves the right to request changes in the selected firm's representation if, at our discretion, assigned personnel are not satisfying the needs of the Authority.

N. PAYMENT TERMS

HACS will make progress payment of the compensation for services, as included in the accepted proposal, up to fifty percent (50%) of the amount. The remaining fifty percent (50%) of the fee shall be payable after submission of the Audit Report and after acceptance and approved by HUD (REAC).

O. INFRINGEMENT AND INDEMNIFICATION

The firm awarded this contract agrees to protect, defend and hold harmless HACS against any demand for payment for use of any patented materials, process, article, or device that it may enter into the rendering of the necessary services. Furthermore, the selected firm agrees to indemnify and hold harmless HACS, their Board of Commissioners and employees from suits or actions of every nature and description arising out of, or in connection with, the performance of this contract, or on account of any injuries or damages received or sustained by a party or parties by or from any act of the selected firm, or its agents.

P. EQUAL OPPORTUNITY

The Housing Authority emphasizes that all respondents will receive full consideration without regard to race, color, religion, sex, national origin, sex, disability, age or sexual orientation. Minority and women-owned firms are especially encouraged to respond to this RFP.

Q. LIMITATIONS

HACS reserves the right to reject any and all Proposals and to waive any informality in the solicitation process.

R. BIDDERS QUESTIONS

Any technical questions concerning the request for proposal should be submitted in writing to:

Linh Luong, Deputy Director of Finance
Housing Authority of the County of Stanislaus
PO Box 581918
Modesto, CA 95358
Email: linh@stancoha.org
Tel. (209) 557-2063

S. PROPOSAL SUBMISSIONS

By this Request for Proposals, the HACS solicits proposals to be received by 3:00 PM (PST) on Thursday, November 3, 2011. Late submittals will not be accepted.

1. Proposals must be submitted by mail with **one (1) signed original and four (4) copies**.
2. Proposals shall be submitted by mail to:
Juanita Nicholson, Purchasing Specialist
Housing Authority of the County of Stanislaus
PO Box 581918
Modesto, CA 95358

The proposal must be in a sealed envelope clearly marked “PROPOSAL FOR AUDIT TO BE OPENED NOVEMBER 3, 2011.” The proposals must be in our office no later than 3:00 P.M. Thursday, November 3, 2011. Please also include firm/individual name on outside of envelope.

3. Facsimile Copies or emails will not be accepted. All Proposals will become property of the HACS upon submission.
4. Mandatory forms to be included with your proposal Submission. The following forms must be executed and included in your submission.

HUD 5369-C Form

Non-Collusive Affidavit Form

If you have any questions regarding this RFP, please call Linh Luong, Deputy Director of Finance at (209) 557-2063 or via e-mail at linh@stancoha.org.

Sincerely,

Linh Luong

Linh Luong
Deputy Director of Finance

- Attachments:
- 1 HACS list of major federally assisted programs
 - 2 HACS Overview of Program Activities
 - 3 Schedule of Estimated Hours and Costs
 - 4 Audit Proposal Form
 - 5 HUD-5369-B Form
 - 6 HUD-5369-C Form
 - 7 Non-Collusive Affidavit Form
 - 8 Insurance Requirement for Consultants

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS
 Modesto California
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the Year Ended September 30, 2010

Federal Grantor/ Pass Through Grantor/ Program Title	Federal CFDA Number	Federal Expenditures
<u>U.S. Department of Housing and Urban Development</u>		
Direct Programs:		
Supportive Housing for Persons with Disabilities	14.181	\$ 33,955
Section 8 Assistance Payments Special Allocation Program	14.195	246,800
Shelter Plus Care Program	14.238	698,110
Low Rent Public Housing	14.850a	1,153,125
Resident Opportunity and Supportive Services	14.870	58,874
Housing Choice Vouchers Program	14.871	26,486,666
Disaster Housing Assistance Grant	97.109	250
Formula Capital Fund Stimulus Grant	14.885	989,099
Public Housing Capital Fund Program	14.872	<u>1,873,094</u>
Total U.S. Department of Housing and Urban Development		\$ <u>31,539,973</u>
<u>U.S. Department of Agriculture</u>		
Direct Programs:		
Farm Labor Housing Loans and Grants	10.405	912,088
Total U.S. Department of Agriculture		\$ <u>912,088</u>
<u>HOME Grant</u>		
Pass through:		
County and City	14.239	186,981
Total HOME Grant		\$ <u>186,981</u>
<u>Community Development Block Grant – State Program</u>		
Pass through:		
County and City	14.228	396,406
Total Community Development Block Grant		\$ <u>396,406</u>
<u>Neighborhood Stabilization Program</u>		
Pass through:		
County and City	14.256	3,566,554
Total Neighborhood Stabilization Program		\$ <u>3,566,554</u>



Housing Authority
of the County of Stanislaus

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ATTACHMENT #2

1. SINGLE AUDIT ENTITIES:

The Housing Authority of the County of Stanislaus was last audited at the fiscal year end September 30, 2010. The following programs are to be a part of this all-inclusive audit:

<u>Department of Housing And Urban Development</u>	<u>No. of Units</u>
Conventional Low Income Housing	647
Capital Fund Program	
Housing Choice Voucher	4,095
<u>USDA Rural Development</u>	
Farm Labor 265	265
Farm Labor 91	91
<u>California Department of Housing And Community Development</u>	
Office of Migrant Services	213
<u>Other Funds</u>	
Conant Place	81
Pine Meadows	36
Randazzo	24
Porsche Strasse	3
Local CDBG	
Brighton Place	11
Valley Manor	48
Miller Point	16
Paramont	12
Village I	20
Palm Valley	40
NSP Program	27

2. NON-PROFIT ENTITY:

Las Palmas

This is 24 units senior apartment project located in City of Patterson, California. This project is owned by Great Valley Housing Development. The Las Palmas Project was last audited at the fiscal year end September 30, 2010.

3. JOINT VENTURE/PARTNERSHIP ENTITY:

Woodstone Associates

This is a tax credit project consisting of 56 units located in Modesto, California. The project is managed by a contracted property management company located in Fresno. Great Valley Housing Development is the General Partner. This project was last audited at the fiscal year end December 31, 2010.

SCHEDULE OF ESTIMATED HOURS AND COSTS

20__	Level of Service	Rate Per Hours	Estimated Hours	Estimated Cost
	Partner	\$ _____	_____	\$ _____
	Senior Staff	\$ _____	_____	\$ _____
	Intermediate Staff	\$ _____	_____	\$ _____
	Staff Assistant	\$ _____	_____	\$ _____
	Support Staff	\$ _____	_____	\$ _____
	Other Costs	\$ _____	_____	\$ _____
	20__ Totals		_____	\$ _____

20__	Partner	\$ _____	_____	\$ _____
	Senior Staff	\$ _____	_____	\$ _____
	Intermediate Staff	\$ _____	_____	\$ _____
	Staff Assistant	\$ _____	_____	\$ _____
	Support Staff	\$ _____	_____	\$ _____
	Other Costs	\$ _____	_____	\$ _____
	20__ Totals		_____	\$ _____

20__	Partner	\$ _____	_____	\$ _____
	Senior Staff	\$ _____	_____	\$ _____
	Intermediate Staff	\$ _____	_____	\$ _____
	Staff Assistant	\$ _____	_____	\$ _____
	Support Staff	\$ _____	_____	\$ _____
	Other Costs	\$ _____	_____	\$ _____
	20__ Totals		_____	\$ _____

Please submit separate form for HACS Single Audit, Las Palmas and Woodstone Associates

AUDIT PROPOSAL FORM

We hereby submit the following proposal for audit to the Housing Authority of the County of Stanislaus:

Fiscal Year End 20_____ - One Year Audit Period \$ _____

Fiscal Year End 20_____ - One Year Audit Period \$ _____

Fiscal Year End 20 _____ - One Year Audit Period \$ _____

Date: _____

Name of Firm: _____

Address: _____

Signature: _____

Title: _____

Telephone Number: _____

Please submit separate form for HACS Single Audit, Las Palmas and Woodstone Associates

Instructions to Offerors

Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Have a satisfactory performance record;

- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office

receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued, which this document is Attachment F thereto.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals,

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

NON-COLLUSIVE AFFIDAVIT FORM

AFFIDAVIT

(Prime Bidder)

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Stanislaus or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____

Bidder, If the bidder is an Individual

Partner, If the bidder is a Partnership

Officer, If the bidder is a corporation.

Subscribed and sworn to me this _____ day of _____, 20 _____

My commission expires _____, 20 _____.

INSURANCE REQUIREMENT FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88)
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees and volunteers are to be covered as insurers as respects: liability arising out of work or operations performed by or on behalf of the consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI, unless otherwise acceptable to the Authority.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverages and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Authority or on other than the Authority's forms provided those endorsements conform fully to Authority requirements. All certificates and endorsements are to be received and approved by the Authority before work commences in sufficient time to permit contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor in a manner and in such time as to permit Authority to approve them before subcontractors' work begins. All coverages for subcontractors shall be subject to all of the requirements stated herein.