

Fall River Housing Authority



REQUEST FOR PROPOSALS

Audit Services

RFP1221120

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85 Morgan St

Fall River, MA 02722

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Introduction

The Fall River Housing Authority (FRHA) is a large Public Housing Authority (PHA) that owns and operates 21 low income public housing complexes that consist of 2,351 rental units and manages another 2,500 units through our housing choice voucher program within the City of Fall River, Massachusetts.

The FRHA is seeking proposals from qualified independent auditors having sufficient governmental auditing experience. The audit will be in accordance with generally accepted auditing standards as included in Statements on Auditing Standards, the GAO Government Auditing Standards, GAO Guidelines for Financial and Compliance Audits of Federally Assisted Programs, Federal OMB Circular A-128 and Circular A- 87, the Single Audit Act of 1984, AICPA Statement of Position 92-7 Audits of State and Local Governmental Entities Receiving Federal Financial Assistance and Laws of the State of Massachusetts. The annual financial statements include the basic financial statements, required and other supplementary information and compliance reports.

The Fall River Housing Authority has both Federal and State Housing Programs. The most recent audit of the FRHA was performed for the period ending March 31, 2012 by Hurley, O'Neill & Company. The FRHA qualifies as a low risk auditee. A copy of the audit report is available upon request.

Any questions or requests concerning this RFP shall be directed to Adam Gautie, Procurement Officer, in writing at either Email: adam.gautie@fallriverha.org, Facsimile: 508-675-3591, or post mail to Attn: Adam Gautie FRHA 85 Morgan St, Fall River, MA 02721. Written responses will be available to all interested parties. No inquiry received within five (5) working days of the date fixed for opening of proposals will be given consideration.

Instructions to Offerors

Please refer to attachment **A: HUD-5369-B Instructions to Offerors**

General Conditions

Please refer to attachment **B: HUD-5370-C General Conditions Non Construction Contracts**

Proposal Submittal and Amendments

All proposals must be submitted in writing and received by the FRHA on or before **Thursday January 17th, 2013 by 10:00 A.M.**

Proposals shall be delivered to the Fall River Housing Authority, **85 Morgan Street, Fall River, MA 02721.**

The submission of both a technical proposal and a price proposal will be required for evaluation and contract award. Each proposal must be organized into two separately sealed and packaged

parts. The proposer shall clearly mark each envelope **TECHINCAL PROPOSAL FOR AUDITING SERVICES** and **PRICE PROPOSAL FOR AUDITING SERVICES**.

Any proposal 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 (5th) calendar day before the date specified for receipt (e.g. an offer submitted in response to the 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 FRHA that the late receipt of proposal was due solely to the mishandling by the FRHA after receipt at the FRHA; or
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 observed holidays.

Any modification or withdrawal of proposals is subject to the same conditions as in paragraph (a) of this provision. That is, any modification or withdrawal shall be made in writing and received by the FRHA prior to the time and date that the proposal is due, subject to items 1 through 3 above. Proposal modifications must be submitted in a sealed envelope clearly labeled **"Modification No.____ to Proposal for Auditing Services."**

If, at the time of the scheduled proposal submittal date, the FRHA offices are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal submittal date will be postponed until the same scheduled time on the next normal business day. Proposals will be accepted until that date and time.

Proposal Acceptance Period

The FRHA shall have a period of 45 calendar days following the proposal opening date to make the award. No proposals may be withdrawn during this acceptance period, without the permission of the FRHA.

Attendance at Proposal Opening

According to M.G.L Chapter 30B the proposal opening is **not a public opening** and the **submitted proposals will not be made public documents** until all proposals have been evaluated or when the proposal acceptance period stated above has elapsed (which ever occurs first).

Informalities and Rejections

The FRHA reserves the right to waive any informality and to reject any and all proposals.

No Warranty

The proposer is required to examine the specifications, instructions, and risks to be covered. Failure to do so will be at the proposer's own risk. It is assumed that the proposer has made such investigation as to be fully informed as to the extent and character of the hazards of the requirements of the specifications. No warranty is made or implied as to the information contained herein.

Method of Award

All proposals will be reviewed using the following evaluation tools:

- 1) minimum criteria
- 2) comparative evaluation criteria

The contract will be awarded to the responsive and responsible proposer who meets the minimum criteria requirements and whose proposal is determined to be the most advantageous to the FRHA. This RFP process will result in the selection of a company based on factors stated above other than lowest price; however a strong consideration will be based on price alone. The FRHA may reject any and all proposals if such action is in the public's best interest and waive minor informalities and minor irregularities in proposals received.

Organizational Conflicts of Interest

1. The contractor certifies by submission of a proposal that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed FRHA contract and a prospective contractor's organizational, financial contractual or other interests are such that:

- a. Award the contract may result in an unfair competitive advantage;
- b. The Contractor's objectivity in performing the contract work may be impaired;
- c. The Contractor has disclosed all relevant information and requested the FRHA to make a determination with respect to the contract.

2. The contractor agrees that if after the award of contract, 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 FRHA which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict. The FRHA may, however, terminate the contract for the convenience of the Authority if it would be in the best interest of the FRHA.

3. In the event that the contractor was aware of an organizational conflict of interest before the award of the contract, and intentionally did not disclose the conflict, the FRHA may terminate the contract for default.

4. 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 FRHA 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.

Debarred, Suspended and Ineligible Contractors

The proposer certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any agency of the federal or state government. No proposal received from a debarred, suspended, or ineligible contractor will qualify for award.

Non-Collusive Affidavit and Tax Compliance Certificate

The attached Non-Collusive Affidavit must be executed and submitted with this proposal. A certification of tax compliance in accordance with MGL c. 62C, subsection 49A, will be required before the execution of the contract.

Supplier Diversity

The FRHA will give preference to Section 3 business concerns when feasible. The purpose of section 3 of the Housing and Urban Development Act of 1968, as amended by section 915 of the Housing and Community Development Act of 1992, is to “Ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.” Please ask for the Section 3 business concern application and submit prior to proposal deadline or at proposal/proposal opening. Section 3 information and instructions are included in the Section 3 business concern application, which is available online at our website www.fallriverha.org under Section 3 or by calling the FRHA.

The FRHA seeks and encourages bids or proposals from other disadvantaged businesses such as MBEs (Minority owned Business Enterprises) and WBEs (Woman Owned Business Enterprises). If you’re interested in participating please be sure to indicate in your bid or proposal submission your intention to bid using the MBE/WBE preference and provide any documentation necessary to prove your disadvantaged status.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

FRHA Code of Supplier Conduct

The Fall River Housing Authority is committed to conducting its business in an ethical, legal and socially responsible manner. The Fall River Housing Authority expects its contractors to share this commitment and, therefore, has established this supplier code of conduct.

Compliance with Laws, Regulations and Published Standards

Contractor shall comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Fall River Housing Authority contractors must require their contractors (including temporary labor agencies) to do the same.

Environmental Practices

Contractor shall comply with all environmental laws and regulations applicable to their operations worldwide. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports
- Proper handling and disposition of hazardous materials
- Monitoring, controlling and treating discharges generated from operations

Occupational Health and Safety Practices

Contractor shall provide their employees with a safe and healthy working environment in order to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of the contractor. Contractors shall, among other things, provide:

- Occupational health and safety training
- A system for injury and illness reporting
- Medical treatment and/or compensation to injured/ill workers arising as a result of working for contractor
- Machine safeguarding and other protective measures to prevent injuries/illnesses to workers
- Clean and safe facilities

Labor Practices

Contractor shall adopt sound labor practices and treat their workers fairly in accordance with local laws and regulations. In addition, contractors must comply with the following standards:

- Freely Chosen Employment - Contractors shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.
- No Child Labor - Contractors shall comply with local minimum working age laws and requirements and not employ child labor.
- Minimum Wages - Contractors shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.
- Working Hours - Contractors shall not require workers to work more than the maximum hours of daily labor set by local laws.

- No Harsh, Inhumane Treatment or Abuse - Contractors shall treat each employee with dignity and respect. In no event shall Contractor's workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.
- No Discrimination - Contractors shall not discriminate in its employment practices on the basis of race, color, religion, sex, age, physical disability, national origin, creed or any other basis prohibited by law.
- Prevailing Wages – Contractors shall provide Massachusetts prevailing wages on all State funded sites for applicable construction and public work jobs. Please contact the Authority for applicability and for a copy of the current wages.

Ethical Business Practices

Contractor shall conduct their businesses in accordance with the highest standards of ethical behavior and in accordance with applicable laws and regulations. Contractors are expected to conform to these requirements in each of the following areas:

- Fair Trade Practices - Contractors shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of antitrust laws.
- Bribery, Kickbacks and Fraud - No funds or assets of the contractor shall be paid, loaned or otherwise disbursed as bribes, "kickbacks", or other payments designed to influence or compromise the conduct of the Authority.
- Conflicts of Interest- Contractors shall disclose to the Procurement Department any personal relationships with FRHA employees. Any non-disclosure may result in disbarment and other legal ramifications.
- Fall River Housing Authority Policies and Procedures - Contractors must comply with the Authority's published policies and procedures, including, but not limited to, the Authority's conflict of interest and procurement policies.
- Intellectual Property Rights - Contractors shall respect the intellectual property rights of others, especially the Authority, its affiliates and business partners. Contractors shall take appropriate steps to safeguard and maintain confidential and proprietary information of the Fall River Housing Authority and shall use such information only for the purposes specified for use by the Authority. Contractors shall observe and respect all Authority patents, trademarks and copyrights and comply with all requirements as to their use as established by the Fall River Housing Authority. Contractors shall not transmit confidential or proprietary information of the Fall River Housing Authority via the internet unless such information is encrypted in accordance with minimum standards established by the Fall River Housing Authority.

The contractor agrees that if after the award of a contract, 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 FRHA which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict.

The FRHA may, however, terminate the contract for the convenience of the Authority if it would be in the best interest of the FRHA.

In the event that the contractor was aware of an organizational conflict of interest before the award of the contract, and intentionally did not disclose the conflict, the FRHA may terminate the contract for default. 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 FRHA.

Improper Performance and Disputes

In addition to other remedies provided by law, FRHA reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Contract if Contractor fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of this Contract. Acceptance of any part of the Contract shall not bind the FRHA to accept any future shipments or work, nor deprive it of the right to return goods already accepted. At FRHA's option, if FRHA so elects in its sole discretion with regard to any particular dispute, any dispute arising in connection with this Contract shall be resolved by arbitration in Fall River, MA in accordance with the rules of the American Arbitration Association; and all disputes shall otherwise be resolved in and only in the appropriate courts in Massachusetts as the exclusive judicial forum. FRHA AND SELLER WAIVE THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ANY DISPUTE ARISING IN CONNECTION WITH THIS CONTRACT.

Contract Period

The contract under this solicitation will be for a thirty six (36) month period, beginning on or about March 15th 2013 and ending on or about March 14th 2016.

Type of Contract

The FRHA considers this to be a firm fixed price contract.

Insurances

The successful bidder will be required to maintain the following insurances.

1. Workman's Compensation Insurance in accordance to Massachusetts Statutes.
2. General Commercial Liability Insurance in the amount of \$500,000 with the FRHA to be additionally insured.
3. Professional Liability Insurance in the amount of \$500,000 with the FRHA to be additionally insured.
4. Automobile Insurance: All vehicles used in the conduct of the work shall maintain collision and liability coverage.

Contract Management

This contract may be subject to periodic performance reviews by the FRHA. The FRHA may use assessments tools such as surveys and written statements of professionalism and performance to gauge the quality of supplies or services provided. These documents will be kept on file for contract termination or contract award determination.

Subcontracting

No subcontractors will be allowed to perform any work under this contract without the prior approval of the FRHA.

Scope of Services

I. TYPE OF AUDIT

The audit will be in accordance with generally accepted auditing standards as included in Statements on Auditing Standards, the GAO Government Auditing Standards, GAO Guidelines for Financial and Compliance Audits of Federally Assisted Programs, Federal OMB Circular A-128 and Circular A- 87, the Single Audit Act of 1984, AICPA Statement of Position 92-7 Audits of State and Local Governmental Entities Receiving Federal Financial Assistance and Laws of the State of Massachusetts.

The annual financial statements include the basic financial statements, required and other supplementary information and compliance reports.

II. AUDIT SERVICE PERIOD

The Housing Authority intends to continue the relationship with the selected auditor for a three (3) year term and is subject to annual review and recommendation of the Finance Director.

- April 1, 2012 through March 31, 2013 (Fiscal Year 2013)
- April 1, 2013 through March 31, 2014 (Fiscal Year 2014)
- April 1, 2014 through March 31, 2015 (Fiscal Year 2015)

III. AUDIT SERVICE REQUIREMENTS

1. The audit must be conducted in accordance with generally accepted auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States; Office of Management and Budget Circular A-133, and Audits of States, Local Governments.

2. The auditor should also be familiar with and prepared to advise Housing Authority staff on how best to implement both current and proposed GASB Statements. In addition, the auditor is also expected to provide informal advice and consultation throughout the year on matters relating to accounting and financial reporting. This would not necessarily include any task that entails significant research or a formal report.
3. Should circumstances arise during the audit that require significant additional work to be performed in excess of the amounts set forth in the contract, additional costs shall be negotiated prior to commencement of the work and an amended contract will be submitted for approval by the Finance Director.
4. The Housing Authority is responsible for balancing all accounts at year-end and will furnish work papers in conjunction with the audit engagement. The auditor must submit a preliminary draft of the financial statements in a format suitable for publication, including required adjusting journal entries, if any, to the Finance Director or designee by **October 15th** and allow the Housing Authority five (5) to ten (10) business days to proof the preliminary draft. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. The Finance Director or designee will return the draft with any proposed revisions before release of the final report.
5. Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:
 - a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for the Housing Authority. The financial audit opinion will cover the basic financial statements. The audit shall lead to the expression of an unqualified opinion on the financial statements unless the auditor justifies to the Housing Authority, in advance and in writing, the reasons for an opinion that is other than unqualified. Certain combining schedules, and related information are not necessary for a fair presentation, but will be presented as additional analytical data. This supplementary information will be subjected to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the financial statements taken as a whole.
 - b. A report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (Single Audit).
 - c. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 (Single Audit).
 - d. A schedule of findings and questioned costs (Single Audit).

6. The audit fieldwork must be completed during July, August and/or September following the fiscal year end and final reports for the Housing Authority must be rendered by November 15.
7. Each annual audit will include written recommendations made to management which address any findings, observations, opinions, or comments relating to internal controls, financial systems, compliance or other matters that come to the attention of the auditors during the examination. This management letter shall be provided in draft form prior to publication of the annual financial statement and discussed with the Finance Director. The draft of the management letter shall be provided by approximately October 15.
9. The auditor shall include in its auditing fee the cost of preparing for publication, printing, binding and mailing ten (10) copies of the Annual Statements.
10. The working papers shall be retained, at the auditor's expense, and made available upon request by the Housing Authority or any cognizant agency for no less than five years from the date of the audit report.

IV. OTHER SERVICES

1. The planning phase of the audit engagement may commence upon notification to the auditor of acceptance of their proposal. The auditor shall meet with the Finance Director prior to the commencement of the Fiscal Year 2013 audit to discuss the auditor's planned approach to the audit and to provide a list of schedules to be prepared by Housing Authority personnel prior to the beginning of fieldwork. It is expected that interim fieldwork would be performed in July or August with the final phase of fieldwork completed by September.
2. An exit conference is required of the auditor upon completion of fieldwork with the Finance Director to inform them of pertinent findings.
3. A formal presentation of the report by the auditor to the Board of Commissioners may be required.
4. The auditor will complete and transmit the Data Collection Form to be filed with the federal clearing house.

V. AUDIT CONTRACT AND PAYMENT OF FEES

Prior to commencement of work, the Board of Commissioners must approve the annual audit contract. Up to 75% of the total fee may be billed through interim or progress billings prior to submission of the final report to Board. The auditor may submit final billings following the Board's approval of the audited financial statements.

VI. DESCRIPTION OF PROGRAMS ADMINISTERED BY THE AUTHORITY

. Programs using project based accounting that require audit include:

1. Federal Conventional Housing consisting of 1931 Elderly and Family units.
2. State Conventional Housing consisting of 393 Elderly and Family units.
3. Federal Section 8 Housing Choice Vouchers program consisting of 2431 Housing Choice Vouchers
4. Mass Rental Voucher Program (MRVP) consisting of 11 units, Assisted Housing Voucher Program consisting of 19 units and Department of Mental Health consisting of 35 units.
5. Mass Chapter 689 program consisting of 5 separate properties each containing 8 units.
6. Federal Capital Fund Programs (CFP) estimated at \$2.6 million annually.
7. Mass Capital Fund Program estimated at \$1.0 million annually.
8. A Central Office Cost Center

VI. ACCOUNTING RECORDS

The computerized budget and accounting records are processed on a networked system utilizing HABCO, INC. software.

VII. OTHER CLAUSES

No material belonging to the Fall River Housing Authority may be removed from the office of the Fall River Housing Authority.

All work performed in the administrative office of the Fall River Housing Authority will be during regular business hours of the authority (9am to 4pm Monday thru Friday).

No member, officer or employee of the Fall River Housing Authority, no member of the governing body of the locality in which any of the projects situated, no member of the governing board of the Town of Fall River where the Fall River Housing Authority was activated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the Fall River Housing Authority's projects during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No member of or delegate to the Congress of the United States, or Resident Commissioner, shall be admitted to any share or part of the contract or to any benefits that may arise there from.

The Auditor warrants that he/she has not employed any person to solicit or secure the contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Fall River Housing Authority the right to terminate the contract, or in its discretion, to deduct from the Auditor's fee the amount of such commission, percentage, brokerage, or contingent fees.

The Auditor shall not assign or transfer any interest in the contract without prior approval of the Fall River Housing Authority.

The Auditor covenants that she/he presently has no interest and shall not acquire any interest, direct or indirect, in the projects and/or programs of the Fall River Housing Authority, or any other interest, which would conflict with the performance of his/her audit.

Proposal Submission Requirements

The submission of both a technical proposal and a price proposal will be required for evaluation and contract award. Each proposal must be organized into two separately sealed and packaged parts. **Do not include any price information in the technical proposal.**

Technical Proposal Requirements:

Provide a plan of service and list experiences with other organizations similar to the FRHA. In general be sure to include a proposal that will address each bullet below. Please also include resumes of key company individuals including managers and supervisors working on this proposal.

- Extent of experience in auditing for housing programs subsidized by the U.S Department of Housing and Urban Development and the Commonwealth of Massachusetts Department of Housing and Community Development.

- Qualifications of the staff as related to conducting an audit in an efficient, accurate and timely manner. Attention is given to the personnel who are Certified Public Accountants or Licensed Public Accountants holding valid licenses to practice in Massachusetts. Please submit copies of licenses or certifications.
- Demonstrated ability to meet all specific qualification and requirement imposed by state or local law, rules and regulations, including knowledge of HUD project based accounting requirements.
- Realistic time estimate of each major segment of proposal including a time estimate of on-site work and a time estimate of audit report completion and submission to HUD.
- Experience in submitting required information to meet GASB 34 federal auditing requirements.
- Experience in transmitting data over the internet to REAC and HUD directly.

Price Proposal requirements:

In a separate sealed package please include the amount the proposer will charge by an annual rate. **The proposer must use and submit the attached pricing sheet for their price proposal.**

Minimum Evaluation Criteria

The FRHA will conduct a review of each proposal to determine whether it meets the minimum criteria listed below. Any proposal not meeting the following criteria will be deemed not responsible and the proposal will be rejected.

1. At least 10 years experience in auditing for housing programs subsidized by the U.S Department of Housing and Urban Development and the Commonwealth of Massachusetts Department of Housing and Community Development.
2. Sufficient and qualified staff who are Certified Public Accountants or Licensed Public Accountants holding valid licenses to practice in Massachusetts.
3. Proposer must submit a complete list of all PHA's which single audits have been performed with contact names and telephone numbers.
4. Individual supervising the audit must have completed a minimum of (10) PHA Audits under the Single Audit Act.

Comparative Evaluation Criteria

For each of the comparative criteria you will be assigned a point rating from 0 (Poor) to 85 (Excellent). Each criterion will then be weighted by the assigned percentage. Your proposal will receive an overall categorical ranking using the scale below based on the weighted total average of all criteria with the addition of Section 3 points (refer to criteria 7).

Highly Advantageous 70-100 points

Advantageous 40-69 points

Not Advantageous 0-39 points

1. Weight: 50%

Extent of experience in auditing for housing programs subsidized by the U.S Department of Housing and Urban Development and the Commonwealth of Massachusetts Department of Housing and Community Development.

2. Weight: 20%

Qualifications of the staff as related to conducting an audit in an efficient, accurate and timely manner. Attention is given to the personnel who are Certified Public Accountants or Licensed Public Accountants holding valid licenses to practice in Massachusetts.

3. Weight: 10%

Demonstrated ability to meet all specific qualification and requirement imposed by state or local law, rules and regulations, including knowledge of HUD project based accounting requirements.

4. Weight: 10%

Realistic time estimate of each major segment of proposal including a time estimate of on-site work and a time estimate of audit report completion and submission to HUD.

5. Weight: 5%

Experience in submitting required information to meet GASB 34 federal auditing requirements.

6. Weight: 5%

Experience in transmitting data over the internet to REAC and HUD directly.

7. The proposer has the ability to meet HUD Section 3 regulations.

Please refer to the supplier diversity section for more information regarding HUD section 3.

(15 points):

The Proposer is a HUD Section 3 business concern or can comply with HUD Section 3 regulations

(0 points):

The Proposer is not a HUD Section 3 business concern or can't comply with HUD Section 3 regulations.

Submission of Forms

Proposer **must submit executed originals with the technical proposal** of the following forms and documents or your proposal will be deemed non responsive and rejected.

- 1) HUD Representations, Certifications and Other Statements of Offers (HUD-5369-C)
- 2) Non-Collusive Affidavit
- 3) HUD Section 3 application if applicable

Proposer must submit the following forms and documents before contract commencement or with the submission of the technical proposal.

- 1) REAP form
- 2) HUD Section 3 plan if applicable
- 3) Liability and Professional Insurance Certificates
- 4) Workers' Compensation Insurance Certificates

Attachments

- A. HUD-5369-B Instructions to Offerors**
- B. HUD-5370-C General Conditions**
- C. HUD-5369-C Certifications and Representations**
- D. Owner-Contractor Agreement**
- E. Non Collusive Affidavit**
- F. REAP Certification**
- G. Pricing Sheet**

ATTACHMENT A
HUD-5369-B

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Instructions to Offerors Non-Construction

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



- 03291 -

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 a 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.

(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, 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 counteroffer 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.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT B
HUD-5370-C

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General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

~~Section I - Clauses for All Non-Construction Contracts greater than \$100,000~~

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT C
HUD-5369-C

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Certifications and Representations of Offerors

Non-Construction Contract

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

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:

ATTACHMENT D

Owner Contractor Agreement

Fall River Housing Authority Contract #

THIS AGREEMENT, made this day of, in the year Two Thousand Twelve(2012), by and between , hereinafter called the "Contractor", and the Fall River Housing Authority, a public body, politic and corporate, organized and existing under the Housing Authority Law of the Commonwealth of Massachusetts, hereinafter called the "Authority",

WITNESSTH, that the Contractor and the Authority for the consideration stated herein agree as follows:

Article 1. Statement of Work.

The Contractor shall furnish all labor, services and insurance, and perform and complete all work required by and in strict accordance with the specifications for audit services and the technical proposal received from the contractor. Said Specifications, technical proposal, and pricing sheet are incorporated herein by reference and are made a part hereof.

Article 2. Term of Contract.

Contract will be for a period of 36 months commencing

Article 3. Type of Contract.

This contract shall be considered a firm fixed price contract.

Article 4. The Contract Price.

The Authority shall pay the Contractor for the performance of the contract _____

Article 5. Contract Documents. The Contract shall consist of the following component parts

- A. This Instrument
- B. Audit Services RFP Specifications
- C. Pricing Sheet
- D. Technical Proposal received from Contractor

This instrument, together with other documents enumerated in this Article 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the

Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 5 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in one original counterpart as of the day and year first above written.

Attest:

(Contractor)

By _____

Title _____

Business Address:

(Street)

(City) (State) (Zip Code)

FALL RIVER HOUSING AUTHORITY

By _____

Title _____

Business Address:

85 Morgan Street – P. O. Box 989

Fall River, Massachusetts 02722

ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT (CERTIFICATION OF GOOD FAITH)

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of business)

**THIS AFFIDAVIT IS TO BE EXECUTED AND SUBMITTED WITH BID/PROPOSAL TO
THE FALL RIVER HOUSING AUTHORITY.**

**FAILURE TO SUBMIT AN ORIGINAL SIGNED NON-COLLUSIVE AFFIDAVIT WILL
RESULT IN THE REJECTION OF BID/PROPOSAL.**

ATTACHMENT F

**MASS. GENERAL LAWS c.62C, §49A
REAP CERTIFICATION**

Pursuant to MGL c.62(C) Sec. 49(a), the individual signing this CERTIFICATION on behalf of the Company, hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief the Company has complied with any and all applicable state tax laws.

(Name of person signing bid)

(Company)

ATTACHMENT G
PRICING SHEET
AUDIT SERVICES

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

ANNUAL FEE: \$ _____

THIS FORM MUST BE SIGNED AND DATED BY PROPOSER.

Proposer's Name: (please print clearly) _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

Signature: _____ **Date:** _____