



Request For Proposals

Fee Accounting Services

RFP No: 02-2024

1400 N. Reagan St.
San Benito, Texas 78586
(956) 399-7501
www.sanbenitohousing.com

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RFP INFORMATION AT A GLANCE

<p>SBHA CONTACT PERSONS</p>	<p>Elizabeth Salinas, Executive Director Janet Montalvo, Finance Director info@sanbenitohousing.com Phone: 956-399-7501</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS</p>	<p>1. Send an e-mail request to info@sanbenitohousing.com. E-mail must include contact name, company/agency name, contact phone number, and must reference RFP Fee Accounting in subject line.</p> <p>2. In-person at the SBHA Main Office: 1400 N Reagan St, San Benito, TX 78586</p> <p>3. On the SBHA website: www.sanbenitohousing.com/doing-business-with-sbha</p>
<p>QUESTIONS</p>	<p>Any questions or requests for further information must be submitted in writing no later than 5:00 pm CST on June 13, 2024, by email to info@sanbenitohousing.com</p>
<p>PROPOSAL SUBMITTAL DEADLINE</p>	<p>Thursday, June 20, 2024 4:00 pm CST San Benito Housing Authority 1400 N. Reagan St. San Benito, TX 78586</p> <p>**Proposals must be received in-hand, and date and time-stamped by the SBHA no later than 4:00 pm CST on this date**</p>
<p>ANTICIPATED APPROVAL BY SBHA BOARD OF DIRECTORS</p>	<p>Wednesday, June 26, 2024 Special Board Meeting 1400 N. Reagan St. San Benito, TX 78586</p>

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of the SBHA.

INTRODUCTION

The San Benito Housing Authority (Agency) requests proposals (RFP) from qualified Fee Accounting firms to perform fee accounting services for the public housing agency (PHA). The Agency's fiscal year-end is September 30 and the agency maintains contractual arrangements with the United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administer the Section 8 Housing Choice Voucher (HCV) Program. The Agency operates 117 public housing units organized into two asset management projects, 368 HCV tenant vouchers, and 84 HCV projected based vouchers (PBV). The Agency has not established a Central Office Cost Center (COCC). As part of its public housing program, the PHA receives approximately \$250,000 in Capital Fund grant awards each year. The agency also manages and operates a 50-unit development owned by its Public Facilities Corporation. In addition, the Agency has just recently completed a Rental Demonstration Program (RAD) conversion which is the home of the 84 HCV PBV aforementioned.

The Agency seeks Proposals from qualified entities to provide general fee accounting services to the agency. It is expected that the fee accounting services will be performed in accordance with Generally Accepted Accounting Principles (GAAP) and the offerors must have thorough knowledge and experience with HUD rules and regulations as they pertain to financial matters. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

The RFP contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective offerors requiring any explanation or interpretation of the solicitation must request it in writing no later than 5:00 pm CST on June 13, 2024. The request must be addressed to Elizabeth Salinas at the following email address: info@sanbenitohousing.com. Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors as a written amendment to this solicitation.

All responses to the RFP must be enclosed in a sealed envelope and labeled with the specific information:

RFP 02-2024
San Benito Housing Authority
Fee Accounting Services

Due Date and Time: Thursday, June 20, 2024, 4:00 pm CST. Note: Incomplete or non-compliant proposal submissions will not be considered.

The Agency intends to award the contract pursuant to a "best value" basis, not a "lowest bid" basis. An evaluation committee shall review and rank each of the offerors proposals using the method of evaluation described in this request. The Executive Director shall make a recommendation to the Board of Commissioners to award a single contract to the most competent, responsive, and responsible offeror submitting a proposal in accordance with the proposal evaluation criteria.

The Agency reserves the right to award contracts to multiple offerors, to reject any or all bids, to waive for all applicants any information in the specifications or bidding process, or to cancel in whole or in part this solicitation if it is in the best interest of the Agency to do so.

AGENCY'S RESERVATION OF RIGHTS

The Agency reserves the following right in association with the RFP process and upon contract award.

1. **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, or to terminate the RFP process at any time, if deemed by the Agency, to be in its best interest.
2. **Right to Not Award.** Not to award a contract pursuant to this RFP.
3. **Right to Terminate.** Terminate a contract award pursuant to this RFP, at any time for the Agency's convenience upon 10 days written notice to the successful offeror(s).
4. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in the RFP.
5. **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals.
6. **Right to Negotiate.** Negotiate the fees proposed by the offeror(s).
7. **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested services.
8. **No Obligation to Compensate.** Have no obligation to compensate any offeror(s) for any costs incurred in responding to this RFP.
9. **Unauthorized Sub-Contracting Prohibited.** The successful offeror(s)/contractor(s) shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Agency. Any purported assignment of interest or delegation of duty, without the prior written consent of the Agency shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid on the contract, as determined by the Agency.
10. **Project Staffing Changes.** Managers, other supervisory staff, and accountants may be changed if those personnel leave the firm, are promoted, or are assigned to another area. These personnel may also be changed for other reasons. However, in either situation, the Agency retains the right to approve or reject replacements.

TERM OF CONTRACT

The term of the contract shall be for a three (3) year period (with two additional one-year renewable options) commencing no later than August 01, 2024. This contract, at the option of the Housing Authority and the successful offeror, may commence at a date earlier or later, if mutually agreed upon by the Housing Authority and the successful offeror.

All contract obligations shall remain for at least 90 days after the end of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

1. Initial Contract: 2024-2025, 2025-2026, 2026-2027
2. 1st Renewal Option –Year: 2027-2028
3. 2nd Renewal Option –Year: 2028-2029

Current/Previous Contractor

The Agency's current contractor for these services is Lindsey & Company which is an MRI Real Estate Software company.

SCOPE OF SERVICE

General Requirements

The Contractor(s) (successful offeror(s)) will:

1. Provide the following detailed services/tasks in accordance with the monthly and annual accounting cycles. Services/tasks may also be provided for subsequent periods if the Agency exercises the option year awards.
2. Provide the services/tasks in accordance with Generally Accepted Accounting Procedures (GAAP) and reporting provisions of applicable HUD guidelines for Low Income Housing Programs for use in auditing purposes and the Single Audit Act.
3. Report to the Executive Director any items unusual in nature.

Special Requirements

The Contractor(s) will provide the following services/tasks:

1. General Ledger and Subsidiary Ledger Entries. Perform all operations necessary to maintain the general ledgers and subsidiary ledgers for the Agency, including the following services:
 - a. Review bank statements and prepare reconciliations on a monthly basis.
 - b. Monitor net position to ensure consistent with maximizing subsidy funding.
 - c. Monitor cash to assist with maximizing cash flow
 - d. Prepare journal vouchers on a monthly basis.
 - e. Assist in coding checks and review of coding of checks.
 - f. Maintain the general ledgers on a monthly basis, including development of all entries, the approval of staff journal entries and source transactions.
 - g. Provide a detailed transaction register when requested and at year-end.
 - h. Prepare all debt service entries.
 - i. Maintain investment and insurance registers.
 - j. Maintain property ledger/capitalized equipment (i.e., Fixed Asset and Depreciation Schedules).
 - k. Maintain capital funds subsidiary ledgers as required by HUD and subsidiary ledgers for any development funds or grant monies awarded.
 - l. Review bi-weekly payroll transactions, monitor tax deposits and IRS reporting.
 - m. Prepare all monthly, quarterly, and year-end financial statements and annual closing entries.
2. Board Reports. Provide the following financial reports for monthly Board reports.
 - a. Prepare Balance Sheet and Income statements for all the agency's programs, AMPs, HCV Administrative Fees, and HCV HAP. The Balance Sheet and Income Statements should be prepared for each program and AMP in whole dollar. Include months reserve calculation for Low Rent & HCV preferred)
 - b. Present financials at board meetings.

- c. (Year-end Only). Calculate potential PHAS score at PHA's fiscal year end.
3. Year-End Close. Complete the close-out for the fiscal year and preparation of all forms required by HUD, including:
 - a. Preparation of both the unaudited and audited Financial Data Schedule (FDS) to PIH-REAC for all necessary programs and business activities. Submit timely.
 - b. Prepare and submit timely any other required year-end financial forms and reports as required by HUD, schedules for independent auditors including Management's Discussion and Analysis (MD&A).
4. Operating Budgets. Assist in the preparation of Operating Budgets for all programs administered by the Agency, including the following but not limited to: Low Rent Public Housing, HCV HAP, and HCV Administrative Fee, San Benito Housing Development Corporation (SBHDC). Preparation of the Agency operating budgets shall include at least one (1) revision. Present budgets at board meeting.
5. Operating Subsidy. Process all documents required for budget and operating subsidy preparation including subsidy calculation, budget forms, utility estimates, and PHAS financial internet submission. Preparation of the Agency operating subsidy forms shall include at least one (1) revision.
6. Housing Choice Voucher (HCV) Reconciliation. Prepare VMS/NRA reconciliation at least quarterly.
7. IRS reporting. Assist and consult staff in the preparation and submission of W-2 and 1099s. Prepare and submit Form 990.
8. On-site Visit. Perform on-site visits as needed to provide clarification on financial matters related to questions posed by the members of the Board of Commissioners, the Auditor, the Executive Director and/or staff. The successful proposer will also be available as needed to answer questions that the auditor or HUD may have regarding the financial records of the Agency via telephone or email.

Consultation and Assistance. Provide advice to the Board of Commissioners, Executive Director, or other designated PHA staff on Agency financial matters when requested. The work may include the following activities. (Up to 100 hours is budgeted for this task). Consultation and Assistance services must be approved by the Agency prior to services being rendered and billed.

 - a. Assistance, as needed, with the Agency's year-end closing outside of Task 3.
 - b. Assisting the Independent Auditor that performs the Agency's annual audit and help resolve any audit findings during the audit, if needed.
 - c. Training Agency accounting staff, as needed, in HUD accounting and reporting requirements.
 - d. Providing other "in-scope" accounting services, as requested by the Agency.
9. Other Services.
 - a. Provide procurement guidance as needed.
 - b. Assist with annual independent audit preparations.

- c. Assist with developing, maintaining and implementing compliant financial policies and procedures.
- d. Assist with all HUD compliance and correspondence including conference calls as needed.

INSTRUCTIONS TO OFFERORS

1. Proposals are to be submitted in a sealed envelope clearly marked **RFP 02-2024, San Benito Housing Authority, Fee Accounting**, and will be received until **Due Date and Time: Thursday, June 20, 2024, 4:00 pm CST** at **San Benito Housing Authority, 1400 N. Reagan, San Benito, Texas 78586**. Any proposal received/time-stamped after 06/20/2024, 4:00 pm CST time will be considered late and will be returned. If the proposal is hand-delivered, please allow enough time as there may be other clients, etc. at the front desk and you may have to wait to get your proposal time-stamped. Proposal must be time-stamped. If proposal is sent by mail or courier, the proposal will be time-stamped upon receipt.
2. The offeror should submit a signed original and one copy of its proposal.
3. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
4. The proposal must be completed in its entirety, completing all forms included in the proposal packet. If the offeror should have any questions regarding the forms, contact Janet Montalvo at 956-399-7501 or via email at info@sanbenitohousing.com.
5. Proposals are to be submitted in narrative form and are to include the Bid Proposal Form included in this package.
6. Offerors may supplement their proposal with attached sheets for the purpose of adding or otherwise explaining any further conditions the offeror wish to have considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee.
7. During the period when proposals are being accepted, responses to questions on the RFP will not be provided to any prospective offeror. Responses to questions must be made in writing before the deadline for the submission of written questions.

PROPOSAL FORMAT

The Agency intends to retain the successful offeror(s) pursuant to a “Best Value” basis, not a “Lowest Bid” basis, i.e., the Agency will consider other factors than cost in making the award decision. All proposals submitted in response to this RFP must be formatted in accordance with the sequence and instructions provided below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

Tab 1. Knowledge and Experience. Provide background and introduction to the firm including address and contact information, information on the firm’s size, experience with HUD regulations and financial reporting requirements with respect to asset management/fee-for-service, public housing, Housing Choice Voucher, and other programs administered by the Agency. Include information on the firm’s client portfolio and a description of the products and services that the firm provides.

The offeror shall identify whether or not subcontractors will be used for the engagement, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the offeror must also be included for any major subcontractors or from any joint venture.

Tab 2. Management and Staffing Plan. Provide a management plan that describes the firm’s approach to providing the required services, method of assigning work, and procedures for reviewing and ensuring quality control of services provided. Provide a staffing plan that identifies key personnel and other staff that would be assigned to this engagement. Provide resumes for key personnel. Provide brief biographies along with job titles and duties to be performed on this engagement for all proposed staff. If the firm is unable to provide any of the requested services, specifically identify those exceptions.

Tab 3. References. Provide no more than five (5) references of housing authorities currently under contract with the firm or clients served within the past three (3) years for whom the offeror has performed similar services to those described in the RFP. The list shall include the: client’s name, client’s contact name, client’s telephone number, the date the service(s) was provided, and a brief narrative description and scope of the service(s), including key personnel and contract value. Provide a copy of the latest approved external peer review report as approved by a State Society of CPAs.

Tab 4. Licensing and Insurance Requirements. Prior to award, but not as part of the proposal submission, the successful contractor will be required to provide the following documents.

- a. Evidence that the key personnel that will be reviewing all work performed under the engagement is licensed as a Certified Public Accountant.
- b. An original certificate evidencing the contractor’s current industrial (worker’s compensation) insurance carrier and coverage amount.
- c. An original certificate evidencing the contractor’s General Liability coverage.
- d. An original certificate evidencing the contractor’s Professional Liability and/or “errors and omissions” coverage.
- e. A copy of the contractor’s business license allowing the entity to provide such services within the jurisdiction.
- f. If applicable, a copy of the contractor’s license issued by the State of record allowing the contractor to provide the services provided in the RFP.

Tab 5. Bid Proposal Form. Submit a price proposal for the initial contract and two option periods according to the instructions and form provided.

Tab 6. HUD Forms. (may be downloaded from www.sanbenitohousing.com/doing-business-with-sbha)

- a. **HUD Form 5369-B, Instructions to Offerors, Non-Construction.** Read and initial each page indicating that you have read and agree with the contents.
- b. **HUD form 5369-C, Certifications and Representations of Offerors, Non-Construction.** Read and initial each page indicating that you have read and agree with the contents.
- c. **HUD Form 5370-C, General Contract Conditions, Non-Construction.** Read and initial each page indicating that you have read and agree with the contents.

Tab 7. Sample Monthly Financial Statements and Board Reports. Example of financial statements and Board reports to be produced and provided monthly to the Agency.

Tab 8. Include completed IRS Form W-9

EVALUATION CRITERIA

The Agency intends to award the contract to the successful offeror(s) pursuant to a “Best Value” basis. An evaluation committee will review and rank each proposal using the evaluation factor and point system shown. The award of points for each listed factor will be based upon the documentation that the offeror submits with the proposal.

#	Evaluation Factor	Maximum Points
1	Knowledge and Technical Expertise. Demonstration of in-depth knowledge of HUD accounting and regulations specific to Housing Authority programs. In Tab #1 & Tab #4	30
2	Management and Staffing. The offeror’s proposed management plan for assigning and overseeing the work and the proposed staffing and proposed hours to provide quality services and ensure quality control of the services to be provided. In Tab #2	20
3	Firm’s Prior Experience in Related Areas. Documentation of successful experience in providing the services specified in RFP as evidenced by the references provided by the offeror for similar services of a sample of their other clients and peer review, if applicable. In Tab #3	20
4	Price. The offeror’s proposed monthly estimated cost seems reasonable based on the services requested and the offeror’s management and staffing plan for each of the requested year(s). In Tab #5	30
Total Points		100

Once each offeror’s proposal has been evaluated and ranked by the evaluation committee. The Executive Director will make a recommendation to the Board of Commissioner to award a single contract to that offeror. The Board may require additional information or negotiations before the Board will approve an award of the contract.

Should negotiations with the selected offeror become unsuccessful, the Agency reserves the right to cease negotiations with the offeror. In the event of cessation of negotiations with the first selected offeror, the Agency reserves the right to either enter into similar interviews and negotiations with the next highest ranked offeror or take other action as it deems most beneficial.

Instructions to Offerors

Non-Construction

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

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by 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.

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

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

8. Service of Protest

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

9. Offer Submission

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

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

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

Certifications and Representations of Offerors

Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors 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:

General Conditions for Non-Construction Contracts

Section II – (With 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.