

**Borough of Highland Park Housing Authority
242 South 6th Avenue Highland Park, NJ 08904**

Phone: (732) 572-4420

Fax: (732) 985-6485

Donna Brightman, Executive Director

Request for Proposals

For:



Auditing Services

for the

HIGHLAND PARK HOUSING AUTHORITY

and the

HIGHLAND PARK AFFORDABLE HOUSING CORPORATION

 **May 2019** 

Sealed Proposals due no later than 2:00 PM on May 9, 2019

Welcome to the Highland Park Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 24 RAD converted PBV units, 100 units of senior citizen public housing and 145 units of Section 8 housing.

The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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PROPOSAL FOR AUDIT SERVICES

I. PURPOSE:

The Housing Authority of the Borough of Highland Park (HPHA), New Jersey will accept proposals from qualified accountants or accounting firms for two separate audits on its books and records. The HPHA has various programs involved with the Section 8 Voucher Program (145 units), Senior/Disabled Public Housing (100 units), Operating and Capital Fund Program (CFP), upcoming tax credit financing, and mortgages and notes to finance 24 RAD Converted Project Based Voucher (PBV) units, which are managed by the Highland Park Affordable Housing Corporation (HPAHC). The scope of services must include the auditor performing the Attestation function to REAC, as required by HUD. The two audits shall be as follows:

1. One audit shall be for all the HPHA's books and records described above (except for the 24 RAD Converted PBV units described below) for the fiscal year April 1, 2018 to March 31, 2019.
2. The other audit shall be for the HPAHC's books and records for the fiscal year ending December 31, 2018. The 24 RAD Converted PBV units (known as Park Terrace Apartments) was funded through a loan from the Federal Home Loan Bank.

Drafts of both audit reports shall be required to be submitted on or before August 31, 2019.

All audit services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development, (including the HUD Accounting Handbook, Financial Management Handbook, HUD Audit Guidelines, the Annual Contributions Contract and in compliance with all Asset Based Management requirements) provided that such compliance is in the best interest of the Authority and is required by law. The Audit will be performed in accordance with Circular OMB A-133.

Questions regarding this RFP may be directed in writing to csmolder@optonline.net.

II. QUALIFICATIONS:

1. Must be a Certified Public Accountant (C. P. A.) licensed in the State of New Jersey or a licensed Public Accountant.
2. Must have experience representing Housing Authorities and an understanding of HUD funded programs and related federal regulations *and* State of New Jersey funded programs and regulations.
3. Must be approved by the United States Department of Housing and Urban Development.

III. PROPOSAL SUBMISSION

All qualified candidates interested in submitting a proposal for "Audit Services" should submit a written proposal based upon a lump-sum fee, which shall state a fixed price for the Audit. All fees must be reasonable and include ten (10) copies of the final audit report and presentation to the Highland Park Housing Authority Board of Commissioners at a regularly scheduled meeting to be determined by the Executive Director. A copy of the candidate's resume shall be attached to the proposal listing all previous experience and qualifications.

Proposals shall include the following:

1. **An original and two copies** of the entire proposal to the attention of Donna Brightman, Executive Director, 242 South Sixth Avenue, Highland Park, NJ 08904 **no later than 2:00 p.m. on Thursday, May 9, 2019.**
2. A signed and notarized Stockholder Disclosure Certificate, included herein.

3. A signed Certifications and Representations of Offerors for Non-Construction Contract (form HUD-5369-C, included herein.
4. A signed Affirmative Action Compliance Notice, included herein.
5. A Business Registration Certificate.
6. A statement that draft audits will be provided to the authority on or before August 31, 2019.

IV. PROPOSAL REVIEW

Proposals will be determined considering price and other relevant factors and shall be awarded to the most advantageous proposal submitted to the HPHA. All proposals will be reviewed according to the “Competitive Proposal” process outlined in the HUD Procurement Handbook 7460.8 and HUD Notice PIH 90-47. The proposal’s responsiveness to the above qualifications will be used to evaluate all proposals received in response to the RFP. The Proposal rating system is below which shall be used to evaluate all proposals received in response to the RFP.

COMPETITIVE PROPOSAL EVALUATION SYSTEM FOR PROFESSIONAL SERVICES

<u>CRITERIA:</u>	<u>POINTS</u>
1. Specific experience with similar projects (Housing Authorities) Include in this section your references and the dates draft and final audits were completed	35
2. Company history/employee resumes	10
3. Costs (lump sums)	20
4. Comprehensiveness/responsiveness of proposal.	10
5. Audit approach: explain in detail the firm’s plan in understanding the Authority’s method of operation in order to perform an adequate audit.	25
Maximum Total Points	100

Auditor is responsible for publishing any necessary documents with proof of publication after the audit in the local Home News Tribune.

END OF RFP PACKAGE

Please be sure you have:

- ✓ read all instructions
- ✓ completed forms as required
- ✓ supplied all required documentation
- ✓ accurately address and label/identify your submission
- ✓ assure timely delivery of completed RFP

Thank you for your interest in the Highland Park Housing Authority

**LEGAL NOTICE-REQUEST FOR PROPOSAL
HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK
PROFESSIONAL AUDIT SERVICES**

The Housing Authority of the Borough of Highland Park (HPHA) and the Highland Park Affordable Housing Corporation (HPAHC), New Jersey will accept proposals for “Audit Services” for two separate audits on the HPHA’s and HPAHC’s books and records as described in the Request for Proposals (RFP). All audit services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development, (including the HUD Accounting Handbook, Financial Management Handbook, HUD Audit Guidelines, the Annual Contributions Contract and Asset Based Management) provided that such compliance is in the best interest of the Authority and is required by law. The Audit will be performed in accordance with Circular OMB A-133. The successful bidder shall be required to submit draft audits on or before August 31, 2019.

The scope of the “Audit Services” being requested will relate to all of the HPHA’s programs as described in the RFP and must include the auditor performing the Attestation function to REAC, as required by HUD. The full scope of services is detailed in the RFP package.

The RFP may be downloaded from <http://highlandparkhousing.org> . **SEALED PROPOSALS** in response to this “RFP” are **due no later than 2:00 PM on Thursday, May 9, 2019** and shall be addressed to Donna Brightman, Executive Director, Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904 **“INDEPENDENT AUDIT PROPOSAL” DO NOT OPEN BEFORE 2:00 PM on 5/9/19.**

The HPHA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services.

Bidders are required to comply with the requirements of P.L 1975 Chapter 127 (N.J.A.C. 17:27)

The HPHA reserves the right to reject any and all proposals.

Advertised: Home News – _____

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Proposal Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Limited Liability Corporation Corporation Sole Proprietorship

Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2019.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

FORM OF CONTRACT (SAMPLE)
AUDIT SERVICES

This AGREEMENT made this ____ day of ____ in the year 2019 by and between

Firm Name
Address

hereinafter called the "Contractor," and the

(two separate contracts shall be executed)

Housing Authority of the Borough of Highland Park
242 So. Sixth Avenue, Highland Park, NJ 08904

or

Highland Park Affordable Housing Corporation (HPAHC)
242 So. Sixth Avenue, Highland Park, NJ 08904

hereinafter called the "Authority".

WHEREAS, the Authority has entered into a contract(s) with the United States of America acting through the Department of Housing and Urban Development (hereinafter referred to as the "Government") for financial assistance for low-income public housing pursuant to the United States Housing Act of 1937, as amended, forty-two (42) United States Code section 1437, et seq.; and

WHEREAS, pursuant to said contract(s), the Government, the Comptroller General of the United States or his duly authorized representatives and the State of New Jersey Department of Community Affairs (DCA), have the right to audit the books and records of the Authority pertinent to its operations with respect to such financial assistance; and

WHEREAS, the Government and DCA have authorized the Authority to Procure such an audit by an Independent Public Accountant in lieu of audit by the Government and DCA; and

WHEREAS, the Authority desires the Contractor to conduct and perform such an audit;

NOW THEREFORE, the Authority and the Contractor do mutually agree as follows:

1. The Contractor shall audit the accounts and records of the Authority for the twelve (12) month period ending March 31, 2019 (or 12/31/18 for HPAHC) (a) in accordance with generally accepted Government auditing standards and the auditing and reporting provisions OMB Circular A-133 and Notice PH-95-31 and 98-14 and (b) in conformance with the State of New Jersey Statutes and Regulations, New Jersey Administrative Code 5:31.7. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the Authority.
2. The books of account and financial records to be audited are maintained and are located at the Authority's office located at 242 South 6th Street, Highland Park, NJ 08904. The Executive Director of the Authority at the Contractor's request will make these books and records available to the Contractor for the Contractor's use at the Authority's office during normal business hours.

3. If the Contractor ascertains that the Authority's books and records are not in a sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Authority. If the Authority cannot get its books ready for an audit within 20 days, then the IPA should notify the Government and the State of New Jersey DCA. Notification to the Government and DCA shall be written communication addressed to the Regional Inspector General for Audit, Regional Office, Department of Housing and Urban Development, 26 Federal Plaza, New York, New York and New Jersey Department of community Affairs, Division of Local Government Services, 101 South Broad Street, CN 803, Trenton, NJ 08625-0803. The Contractor shall await further instructions from the Regional Inspector General for Audit and DCA before continuing the audit.
4. Upon completion of the audit, an Audit Report consisting of those elements as required by Government (HUD) and the State of New Jersey (DCA) shall be simultaneously submitted to the Authority (1 copy for each Commissioner and required copies for the Executive Director), HUD Field Office, Federal Bureau of Census, State of New Jersey DCA and the local municipality.
5. The Audit Report shall be submitted within ____ days after the close of the Authority's fiscal year.
6. The Authority may, before or during the conduct of the audit, request changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor report, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated into written amendments to this contract and shall be subject to approval by the Government and the State of New Jersey DCA.
7. The Authority agrees to pay the Contractor as compensation for the services and report mentioned herein, a lump-sum fee of \$_____ inclusive of all costs and expenses for auditing the 4/1/18-3/31/19 (or 1/1/18-12/31/18) fiscal year. The lump sum fee shall be paid upon the Contractor's compliance with paragraph 4 of this agreement.
8. The Contractor must be either a Certified Public Accountant or a Licensed or Registered Public Accountant licensed by a regulatory authority of a state or other political subdivision of the United States and meet any legal requirements concerning registration in which the Authority is located. In addition, those Public Accountants licensed after December 31, 1970, but prior to December 31, 1975, who performed an Authority audit prior to December 31, 1975, will be eligible to continue to perform Authority audits. A statement by the state identifying such registration or license shall be attached to this contract.
9. The Contractor certifies that its principal officer(s) or member(s) do not now have and have not had during any period covered by this audit, any interest, direct or indirect, in the Authority or any of its members or officials including family relationship with any Authority member or official, and employment by or service as a member or official of the Authority during the period covered by the audit.
10. The Contractor certifies that it has not provided accounting or bookkeeping services for the Authority during the period covered by the audit.

11. No member, officer, or employee of the Authority, no member of the governing body of the locality in which any of the Authority's projects are situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Authority's projects, during his/her tenure or for one year thereafter, shall be any interest, direct or indirect, in this contract or proceeds thereof.
12. No member or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from.
13. The Contractor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Authority the right to terminate this contract, or in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
14. The Contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the Authority under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall insure to the benefit of the surviving or remaining members of such partnership.
15. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
16. For a period of four years from the date of the Audit Report, the Contractor shall make its work papers, records and other evidence of audit available to the Government, the Comptroller General of the United States or his duly authorized representatives and State of New Jersey DCA, during normal working hours upon written request of the Government, the Comptroller General or his representatives or the State of New Jersey DCA. The period will be reduced to three (3) years for those Public Housing Agencies for which all projects have had Actual Development Cost Certificates issued. The Government, the Comptroller General and DCA shall be entitled to reproduce any or all of such documents at their expenses for which provision shall be made at the time the need for reproduction arises.
17. Except for disclosure to the Government, the Comptroller General, DCA and the Authority, the Audit Report and work papers, records, and other evidence of audit, including information and data prepared or assembled by the Contractor under this contract, shall be held confidential by the Contractor and shall not be made available without the prior written approval of the Government and DCA.
18. The Contractor shall fully comply with (a) OMB Circular A-133 and all amendments and supplements thereto; (b) 24 CFR 44 and all amendments thereto; (c) all applicable Federal Law, Statutes and Regulations; (d) all applicable provisions of HUD Handbooks; and (e) New

Jersey State Law including preparation of a synopsis of the audit for publications; and (f) New Jersey Administrative Code 5:31.7.

IN WITNESS WHEREOF, the Authority and the Auditor have hereunto set their hands and the seal of the Authority this ____ day of _____, 2019.

**HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK or
HIGHLAND PARK AFFORDABLE HOUSING CORPORATION**

By: _____
Donna F. Brightman, Executive Director

AUDITOR

By: _____

Print Name and Title: _____

Firm Name: _____

Address: _____

Phone: _____

Email: _____

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.]

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/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)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans 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:
