



Request For Proposals (RFP) FY 2025-002
For FINANCIAL AUDIT SERVICES

Issue Date: March 2, 2026

Fairfield Alabama Housing Authority
6704 Avenue D
P.O. Box 352
Fairfield, AL 35064

Office: (205) 923-8017 Fax: (205) 923-5574

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SECTION 1: Introduction

The Fairfield Alabama Housing Authority (hereinafter “FAHA” or “the Agency”), located in Fairfield, Alabama, operates as a federally funded public housing agency under the oversight of the U.S. Department of Housing and Urban Development (HUD). FAHA serves low-income individuals and families, the elderly, and people with disabilities in the Fairfield area. The Agency is headed by an Executive Director (ED) and governance of FAHA is overseen by a Board of Commissioners, composed of local leaders who guide policy, planning, and oversight of the agency’s operations.

Fairfield Alabama Housing Authority currently manages 298 units of public housing across two main residential developments: Demetrius Newton Gardens and Mattie Gill Jackson Gardens. These communities offer a range of apartment sizes, from one to five bedrooms, and include accommodations for individuals with disabilities. With a strong commitment to equity, community development, and housing security, the Fairfield Alabama Housing Authority plays a vital role in addressing housing challenges and promoting upward mobility in Jefferson County, Alabama. Through its programs and services, FAHA upholds its motto of "Building for a Better Tomorrow."

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

1.2 Contact/Access Information at a Glance

[Table No. 1]

<p>AGENCY CONTRACTING OFFICER [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be reference to as Julius Howard or his designee.]</p>	<p>Julius Howard, Executive Director Email: jhoward@fairfieldha.org</p>
<p>AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to “Procurement Officer” or “(PO)” shall be a reference to <u>Renae Garrett</u></p>	<p>Renae Garrett, Executive Admin Assistant Email: fhainfo@fairfieldha.org</p>
<p>HOW TO ACCESS THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE</p>	<ol style="list-style-type: none"> 1. Access ha.economicengine.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the system, please call customer support at 1/866/526-9266.
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</p>	<p>Please see the following Section 6 on page 11 of this RFP Document</p>

~ End of Section 1~

SECTION 2: The Agency's Reservation of Rights

- 2.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 2.2 Right to Not Award.** Not award a contract pursuant to this RFP.
- 2.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- 2.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFP.
- 2.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 2.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 2.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 2.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 2.9 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 2.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from eProcurement Marketplace.

~END OF SECTION 2~

SECTION 3: RFP Purpose and Notices to Proposers

3.1. RFP PURPOSE

The Fairfield Alabama Housing Authority (Agency) invites the submittal of responses to this Request for Proposals (RFP) from qualified licensed and insured entities interested in providing **Financial Audit Services** to the Agency. The Agency intends to consider proposers who possess the professional and administrative capabilities to provide the scope of services detailed below in Section 5.

3.2. WRITTEN PROPOSAL

The proposer shall provide a written proposal, fully compliant with all preceding instructions to Agency. Award may not be made to any proposer who has not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its proposal the ability to perform all subcontract requirements. Only information contained in a proposal or furnished by a Proposer during an oral presentation, if applicable, will be evaluated.

3.3. DISCLAIMER

This is a solicitation only; it is not a contract. The Agency shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All proposals submitted to and accepted by the Agency shall become the exclusive property of the Agency and shall not be returned. The Agency reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the Agency. The Agency is under no obligation to any Proposer until a contract is executed for the Services described herein.

3.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The Agency is the sole entity with the authority to issue and/or distribute any solicitation documents and/or information related thereto. All solicitation documents obtained from any source other than the Agency may be incomplete or incorrect. The Agency assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any solicitation documents not both issued and distributed by the Agency. All Solicitation Documents shall be posted on the eProcurement Webpage: www.housingagencymarketplace.com and the Agency website: www.fairfieldha.org.

3.5. ACCEPTANCE

The submission of a proposal shall constitute acknowledgement and acceptance by the proposer of the requirements, specifications and terms and conditions specified herein.

3.6. RESTRICTED DISCUSSIONS

Proposers are prohibited from discussing this solicitation or any part thereof with any employee, agent, or representative of the Agency except as expressly authorized herein. The Agency may, in its sole discretion, reject the proposal submitted by any proposer who is in violation of this provision. All verbal statements and/or answers to questions related to this solicitation shall not be considered binding, valid or enforceable.

3.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this solicitation in another form, may contact the Agency's Procurement Office by phone at **205-923-8017 and press 0** or by email to fhainfo@fairfieldha.org.

~END OF SECTION 3~

SECTION 4: Solicitation Schedule and Information

4.1 SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The Agency reserves the right to modify the solicitation schedule at any time as best may serve the interests of the Agency; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Central Standard Time (daylight or standard, as applicable).

Below is the schedule of events for this Solicitation. The Agency reserves the right to modify the solicitation schedule at any time as best may serve the interests of the Agency; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	March 2, 2026	N/A
B. Pre-Proposal Conference: <i>See Subsection 4.2 for additional information</i>	N/A	
C. Proposer Questions Due in Writing: <i>See Subsection 4.3 for additional information</i>	March 17, 2026	2:00 pm
D. Agency’s Answers to Questions Issued: <i>See Subsection 4.4 for additional information</i>	March 24, 2026	2:00pm
E. Submission Deadline: <i>See Subsection 4.5 for additional information</i>	April 1, 2026	2:00pm

4.2 SUBMISSION OF PROPOSER QUESTIONS

All questions regarding this Solicitation shall be submitted through the eProcurement system and shall be received by the date and time specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless the Agency, at its sole discretion, deems that a response to a question is necessary to clarify anything in the solicitation of documents.

4.3 AGENCY’S ANSWERS TO PROPOSER QUESTIONS

The Agency’s answers to questions submitted by proposers will be posted by addendum on the above noted internet system on the date specified in the solicitation schedule.

4.4 SUBMISSION DEADLINE

All submissions are due on **April 1, 2026**; proposals received after this deadline will not be accepted. Agency will open and begin to evaluate proposals received on **TBD**.

4.5 COST INCURRED IN PREPARING PROPOSALS.

Proposers will be responsible for all costs incurred when preparing a response to this RFP. All materials and documents submitted by prospective owners or development teams will become the property of the Agency and will not be returned. Any materials submitted that a Proposer(s) considers to be proprietary must be clearly marked as such to keep it out of the public record. Proposers selected for further interview or negotiations will be responsible for all costs incurred during these processes.

~ END OF SECTION 4 ~

SECTION 5: Scope of Work

5.1 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.

Fairfield Alabama Housing Authority (FAHA) is seeking proposals from qualified professional firms or individuals of certified public accountants to audit its financial statements for the **Fiscal Years 2026, and 2027**, with the option of auditing its financial statements for each of the following four (4) subsequent fiscal years at the sole option off FAHA. These audits are to be performed in accordance with Generally Accepted Auditing Standards (GAAS) as promulgated by the American Institute of Certified Public Accountants (AICPA) and applicable state and federal regulations.

The successful respondent shall have significant governmental accounting and auditing experience at the municipal and housing authority level and must also be a current member of the AICPA. In addition, the respondent shall have received a positive peer review within the past two (2) years.

The successful firm or individual (hereinafter referred to as the "Consultant") shall recruit nationally for highly qualified candidates. The purpose of this RFP is to select the most qualified Consultant that will provide financial audit services. The Consultant must be able to provide the services described in this RFP within the time frame required by FAHA

A. Specifications pertaining to Financial Audit Services:

1. Provide consultation and assistance to FAHA staff in the preparation of FAHA's financial statements in conformity with Generally Accepted Accounting Principles (GAAP).
2. Participate in audit planning and provide a list of schedules and documents to be prepared by FAHA in advance of the audit.
3. Report on non-material weaknesses in internal control.
4. FAHA requires the selected firm to adhere to the following timeline:
 - a. Onsite fieldwork must be completed by **October 31st** annually
 - b. Draft reports must be released to FAHA by **December 31st** annually
 - c. The final submission to REAC and the Federal Clearinghouse must be completed by **March 31st** annually.
5. Provide a draft report, including any findings or comments, which must be reviewed with FAHA during an exit conference to be held on site.
6. If requested, conduct an on-site oral presentation of the audit to the FAHA Board of Commissioners during their regularly scheduled monthly meeting.
7. Provide a financial statement and compliance audit of FAHA for fiscal years ending 2026 and 2027 annually and the statement should include:
 - a. Management Discussion & Analysis;
 - b. Statement of Net Position – All Funds;
 - c. Statement of Revenues, Expenses and Changes in Net Position – All Funds;
 - d. Statement of Cash Flows – All Funds;
 - e. Statement of Net Position – Proprietary Funds;
 - f. Notes to Financial Statements;

- g. Schedule of Expenditures of Federal Awards;
 - h. Notes to Schedule of Expenditures of Federal Awards;
 - i. Independent Auditors Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance;
 - j. Independent Auditors Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;
 - k. Schedule of Findings & Questioned Costs;
 - l. Corrective Action Plans
 - m. Required Supplementary Information Related to Pensions
 - n. Notes to Required Supplementary Information Related to Pensions
8. Provide reports on compliance with applicable laws, regulations and grant agreements for:
- a. Low Rent Public Housing;
 - b. Capital Funds Program
 - c. Financial Data Schedule
 - d. FAHA may obtain additional grants and contracts during the contract period in addition to the above
9. Provide any needed technical assistance in completing Management Discussion and Analysis.
10. Provide attestation by auditors on Financial Data System (FDS) data as to its "fair presentation in relation to audited basic financial statements" in accordance with Government Auditing standards.
11. Provide all labor, tools, equipment, and materials to perform the services.
12. If the need for other audit services arises concerning the fiscal year under audit, FAHA expects to be able to negotiate with the selected auditor to obtain the additional services needed.

5.2 Routine Assignments.

The selected vendor must perform a financial and compliance audit of FAHA and all of its affiliates, regardless of Federal and other funding sources, under the Single Audit Act Amendments of 1996, and as defined within 2 CFR Part 200 Subpart F, specifically incorporating OMB Circular A-133 guidance, which has been integrated into Uniform Guidance and replaced by 2 CFR Part 200. The audit must comply with the latest Generally Accepted Government Auditing Standards (GAGAS).

A. General §200.514:

(a)The audit must be conducted in accordance with GAGAS. The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

B. Financial Statements, §200.514:

(b) The auditor must determine whether the financial statements of the auditee are presented fairly in all material respects in accordance with generally accepted accounting principles. The auditor must also determine whether the schedule of expenditure for the Federal awards is stated fairly in all

material respects in relation to the auditee's financial statements as a whole. (c) Internal control. (1) The compliance supplement provides guidance on internal controls over Federal programs based upon the guidance in Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States and the Internal Control—Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).(2) In addition to the requirements of GAGAS, the auditor must perform procedures to obtain an understanding of internal control over Federal programs sufficient to plan the audit to support a low assessed level of control risk of noncompliance for major programs.(3) Except as provided in paragraph

C. Internal Control, 200.514:

(c)(4) of this section, the auditor must:(i) Plan the testing of internal control over compliance for major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program; and(ii) Perform testing of internal control as planned in paragraph (c)(3)(i) of this section.(4) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph (c)(3) of this section are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

D. Compliance, 200.514:

(d)(1) In addition to the requirements of GAGAS, the auditor must determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that may have a direct and material effect on each of its major programs.(2) The principal compliance requirements applicable to most Federal programs and the compliance requirements of the largest Federal programs are included in the compliance supplement.(3) For the compliance requirements related to Federal programs contained in the compliance supplement, an audit of these compliance requirements will meet the requirements of this part. Where there have been changes to the compliance requirements and the changes are not reflected in the compliance supplement, the auditor must determine the current compliance requirements and modify the audit procedures accordingly. For those Federal programs not covered in the compliance supplement, the auditor should follow the compliance supplement guidance for programs not included in the supplement. (4) The compliance testing must include tests of transactions and other auditing procedures necessary to provide the auditor with sufficient appropriate audit evidence to support an opinion on compliance.

E. Audit Follow-up, 200.514:

(e)The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 200.511 Audit findings follow-up paragraph (b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

F. Data Collection Form, 200.514

(f) As required in § 200.512 Report submission paragraph (b) (3), the auditor must complete, and sign specified sections of the data collection form.

G. Audit Reporting, 200.515:

The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) must state that the audit was conducted in accordance with the most recently published CFR for the following parts:

- a. An opinion (or disclaimer of opinion)
- b. A report on internal control over financial reporting and compliance
- c. A report on compliance for each major program and a report on internal control over compliance
- d. A schedule of findings and questioned costs
- e. Nothing in this part precludes combining of the audit reporting required by this section with the reporting required by §200.512 Report submission, paragraph (b) Data Collection when allowed by GAGAS and Appendix X to Part 200—Data Collection Form (Form SF–SAC). [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

H. Audit findings. 200.516

a) Audit findings are reported. The auditor must report the following as audit findings in a schedule of findings and questioned costs in accordance with the most recently published CFR:

1. Significant deficiencies and material weaknesses in internal controls over major programs;
2. Material noncompliance with the provisions of Federal statutes, regulations, or the terms and conditions of Federal awards related to a major program;
3. Known questioned costs that are greater than \$25,000 for a type of compliance requirement for a major program;
4. Known questioned costs that are greater than \$25,000 for a federal program which is not audited as a major program;
5. The circumstances concerning why the auditor's report on compliance for each major program is other than an unmodified opinion;
6. Known or likely fraud affecting a federal award;
7. Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the auditee in accordance with § 200.511 Audit findings follow-up, paragraph (b) materially misrepresents the status of any prior audit finding. (b) Audit finding detail and clarity;
8. Identification of whether the audit finding was a repeat of a finding in the immediately prior audit and if so, any applicable prior year audit finding numbers;
9. Recommendations to prevent future occurrences of the deficiency identified in the audit finding;
10. Views of responsible officials of the auditee.

I. Audit Working Papers/Documentation, 200.517:

1. Retention of Audit Documentation: The auditor shall retain working papers for a minimum of 3 years after the date of issuance of the auditor's report to FAHA, unless the auditor is notified in writing by the U.S. Department of Housing and Urban Development to extend the retention period; and
2. Access to Documentation: Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.

J. Major program determination, 200.518.

- A. General.** The auditor must use a risk-based approach to determine which Federal programs are major programs. This risk-based approach must include consideration of current and prior audit experience,

oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The process in paragraphs (b) through (i) of this section must be followed.

Step One: (1) The auditor must identify the larger Federal programs, which must be labeled as Type A programs. Type A programs are defined as Federal programs with Federal awards expended during the audit period exceeding the levels outlined in the table in this paragraph (b)(1):

The Agency will determine when a Project Order form (please see Attachment H) is required for specific projects/services. The Project Order form will identify the anticipated scope for a specific project, timeframe, and estimated costs. Such work shall be executed through mutual negotiation, using the information submitted by the Contractor, including the proposed fees. Once signed by all parties, the Project Order will become the executed purchase order with a not-to-exceed amount. If there are necessary changes, a Change Order form (Attachment I) must be fully executed in a manner like the Project Order.

[Table No. 2]

Total Federal Awards Expended	Type A/B Threshold
Equal to \$750,000 but less than or equal to \$25 million	\$750,000
Exceeds \$25 million but less than or equal to \$100 million	Total Federal awards expended times .03.
Exceed \$100 million but less than or equal to \$1 billion	\$3 million.
Exceed \$1 billion but less than or equal to \$10 billion	Total Federal awards expended times .003.
Exceed \$10 billion but less than or equal to \$20 billion	Total Federal awards expended times .0015

1. Federal programs not labeled Type A under paragraph (b) (1) of this section must be labeled as Type B programs.
2. The inclusion of large loan and loan guarantees (loans) should not result in the exclusion of other programs such as Type A programs. When a federal program providing loans exceeds four times the largest non-loan program it is considered a large loan program, and the auditor must consider this Federal program as a Type A program and exclude its values in determining other Type A programs. This recalculation of the Type A program is performed after removing the total of all large loan programs. For the purposes of this paragraph a program is only considered to be a Federal program providing loans if the value of Federal awards expended for loans within the program comprises fifty percent or more of the total Federal awards expended for the program. A cluster of programs is treated as one program, and the value of Federal awards expended under a loan program is determined as described in § 200.502 Basis for determining Federal awards expended. (4) For biennial audits permitted under § 200.504 Frequency of audits, the determination of Type A and Type B programs must be based upon the Federal awards expended during the two-year period.

Step Two. (2) The auditor must identify Type A programs which are low risk. In making this determination, the auditor must consider whether the requirements in § 200.519 Criteria for Federal program risk paragraph (c), the results of audit follow-up, or any changes in personnel or systems affecting the program indicate significantly increased risk and preclude the program from being low risk. For a Type A program to be considered low-risk, it must have been audited as a major program in at least one of the two most recent audit periods (in the most recent audit period in the case of a biennial audit), and, in the most recent audit period, the program must have not had:(i) Internal control deficiencies which were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515 Audit reporting, paragraph (c);(ii) A modified opinion on the program in the auditor's report on major programs as required under § 200.515 Audit reporting, paragraph (c); or(iii) Known or likely questioned costs that exceed five percent of the total Federal awards expended

for the program.(2) Notwithstanding paragraph (c)(1) of this section, OMB may approve a Federal awarding agency's request that a Type A program may not be considered low risk for a certain recipient. For example, it may be necessary for a large Type A program to be audited as a major program each year at a particular recipient to allow the Federal awarding agency to comply with 31 U.S.C. 3515. The Federal awarding agency must notify the recipient and, if known, the auditor of OMB's approval at least 180 calendar days prior to the end of the fiscal year to be audited.

Step three. (3) The auditor must identify Type B programs which are high-risk using professional judgment and the criteria in § 200.519 Criteria for Federal program risk. However, the auditor is not required to identify more high-risk Type B programs than at least one fourth of the number of low-risk Type A programs identified as low-risk under Step 2 (paragraph (c) of this section). Except for known material weakness in internal control or compliance problems as discussed in § 200.519 Criteria for Federal program risk paragraphs (b)(1), (b)(2), and (c)(1), a single criterion in risk would seldom cause a Type B program to be considered high-risk. When identifying which Type B programs to risk assess, the auditor is encouraged to use an approach which provides an opportunity for different high-risk Type B programs to be audited as major over a period. (2) The auditor is not expected to perform risk assessments on relatively small Federal programs. Therefore, the auditor is only required to perform risk assessments on Type B programs that exceed twenty-five percent (0.25) of the Type A threshold determined in Step 1 (paragraph (b) of this section).

Step four. (4) At a minimum, the auditor must audit all of the following as major programs :(1) All Type A programs not identified as low risk under step two (paragraph (c) (1) of this section). (2) All Type B programs identified as high-risk under step three (paragraph (d) of this section). (3) Such additional programs may be necessary to comply with the percentage of coverage rules discussed in paragraph (f) of this section. This may require the auditor to audit more programs as major programs than the number of Type A programs. (f) Percentage coverage rule. If the auditee meets the criteria in § 200.520 Criteria for a low-risk auditee, the auditor need only audit the major programs identified in Step 4 (paragraph (e)(1) and (2) of this section) and such additional Federal programs with Federal awards expended that, in aggregate, all major programs encompass at least 20 percent (0.20) of total Federal awards expended. Otherwise, the auditor must audit the major programs identified in Step 4 (paragraphs (e)(1) and (2) of this section) and such additional Federal programs with Federal awards expended that, in aggregate, all major programs encompass at least 40 percent (0.40) of total Federal awards expended.

Documentation of risk. The auditor must include in the audit documentation the risk analysis process used in determining major programs.

Auditor's judgment. When the major program determination was performed and documented in accordance with this Subpart, the auditor's judgment in applying the risk-based approach to determine major programs must be presumed correctly. Challenges by Federal agencies and pass-through entities must only be for clearly improper use of the requirements in this part. However, Federal agencies and pass-through entities may provide auditors guidance about the risk of a particular Federal program, and the auditor must consider this guidance in determining major programs in audits not yet completed

Adherence to standards set forth by generally accepted auditing standards (GAAS) and the generally accepted government auditing standards (GAGAS).

Prepare the Audit Engagement Letter in accordance with AICPA standards. It confirms the auditor's acceptance of the appointment and documents the agreed-upon scope and terms of the engagement and shall become a part of the ensuing contract between FAHA and the selected auditor. The basic elements of the Audit Engagement Letter shall be:

1. Names of the parties to the contract;
2. Audit schedule;
3. Reporting package and its format;
4. Auditor/FAHA relationship regarding changes in the kind or amount of work required and access to and ownership of audit products, including:
5. At any time FAHA may, by written notice, make changes in or additions to work or services within the general scope of the agreement. If such changes are made, an equitable adjustment will be made in the cost of the audit using the rates specified in the agreement;
6. If the auditor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify FAHA in writing within ten (10) days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with FAHA; and
7. Audit Work Papers: The work papers prepared by the auditor during the audit is its own property. These documents shall be retained for a period of at least three (3) years after issuance of the report. Copies of these work papers, if requested by FAHA, Housing Urban Development (HUD) or any other governmental agency having jurisdiction to request such (i.e. Office of Inspector General), are to be made available to the requesting party within 10 days of receipt of such request. All reports rendered to FAHA by the auditor are the exclusive property of FAHA and subject to its use and control, according to applicable laws and regulations.
8. The objective of the audit is the expression of an opinion on the financial statements;
9. The auditor is responsible for conducting the audit in accordance with (GAAS) and/or (GAGAS);
10. The audit includes obtaining an understanding of FAHA's internal controls sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, the auditor is responsible for ensuring that the audit committee is aware of any reportable conditions that come to its attention;
11. Arrangements regarding the conduct of the engagement i.e., timing, client assistance, availability of documents and use of specialists or internal auditors, etc.);
12. Arrangements involving a predecessor auditor, fees, expense reimbursement and payment schedule;
13. Any limitation of or other arrangements regarding the liability of the auditor or FAHA;
14. Any other conditions under which third parties may be granted access to the auditor's work papers; and
15. Provision of services relating to regulatory requirements or other non-audit services.
16. Prepare audit reports and financial statements into final format.
17. Assist in the preparation and review of notes to the financial statements, schedules and tables, and other audit related items as appropriate.
18. Prepare and consolidate client-prepared individual cash flows into final cash flow report format.
19. Prepare Management Letter and issue a Report on Conduct of Audit.
20. Other services to be provided included:
21. The auditor must follow the Public Indian Housing PIH compliance supplement relating to the Public Housing Assessment System (PHAS).
22. The auditor must perform compliance testing for the Operating Fund Calculation of Operating Subsidy.
23. The auditor will be required to electronically transmit a copy of the audit report, footnotes, and various attachments to FAHA in a rich text format file (.rtf). The auditor will also be required to

electronically attest to the accuracy of the audit that has been entered into the Real Estate Assessment Center (REAC) system by FAHA within 7 months of FAHA's fiscal year end. All proposed work shall include any required assistance and verification that the Contractor must provide to assist and ensure the appropriate timely submission of the audited REAC reporting to HUD.

5.3 DELIVERABLE:

The proposed fees are all inclusive of all related costs that the successful proposer will incur to provide the noted services. Including, but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; long distance telephone calls; travel; document copying; etc.

5.4 GENERAL REQUIREMENTS:

All submittals must conform to requirements outlined herein. FAHA reserves the right to require oral presentation by proposers and to request additional information during the proposal review period.

All costs incurred, directly or indirectly, in response to this request proposals shall be the sole responsibility of and shall be borne by the proposer.

The selected firm(s) shall:

1. Complete written documentation of materials in a manner suitable for use by FAHA, the Board and HUD;
2. Coordinate all services with FAHA;
3. Coordinate all services with other parties as deemed necessary by FAHA;
4. Provide the basis, source, and methodology for arriving at conclusions in all reports; and
5. List the firm's name, contact person, telephone number, resumes and profile of expected participants in the procurement of this service. The submittal must provide an execution plan including a schedule indicating how this work contemplated here will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

A. CORRESPONDENCE:

Requests for additional information related to this RFP should be made in writing and directed to **Renee Garrett, Executive Admin Assistant**, to allow issuance of any necessary amendment to the RFP. An amendment may be issued prior to the opening of the submittals for the purpose of changing or clarifying the intent of this RFP. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all proposers made prior to the submittal due date will be issued in the form of an amendment. FAHA will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon FAHA or its representatives.

B. RELATED EXPERIENCE:

Provide, as a minimum, the following information for both the firm(s) and consultant(s):

1. A statement of individual(s) or firm(s) services provided on projects of a similar nature (provide names, title, and telephone number of the owner's representative for each project). The proposer shall have a demonstrated record of recruitment for executive level positions within public housing agencies; and

2. List all key members of the firm(s) and any consultant(s) who will be assigned to this project. Indicate the level of effort and function of each member on the project. Description of organization structure to show how the key members will be involved. Include resumes from these individuals. The resumes should include the following minimum information:

- a. Name;
- b. An explanation of the function they will perform and their title by classification;
- c. Their relevant educational background;
- d. Their relevant work experience;
- e. Their work experience with governmental clients; and
- f. Any specialized skills, training, and/or credentials that are relevant to the required services.

C. AVAILABILITY OF RECORDS:

HUD, the Inspector General of the United States, FAHA, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the individual(s) or firm(s) office or firm, which shall relate to the performance of the services to be provided.

D. AVAILABILITY OF FUNDS:

Funding for this project will utilize Federal funds granted by HUD. The selected proposer must comply with all applicable federal laws and regulations, as well as state laws and local ordinances. If funds to be used to finance the services requested under this RFP or subsequent contract become unavailable, FAHA may cancel the award, and all binding agreements will become null and void upon no less than 24 hours' notice in writing. Said notice shall be delivered by certified mail; return receipt requested. FAHA shall be the final authority to determine the non-availability of funds.

E. ASSIGNMENT OR TRANSFER:

The successful firm shall not assign or transfer any interest in the contract in whole or in part, without written approval of FAHA. Any assignment or transfer in contravention of this provision shall be void ab initio.

F. TERMINATION:

Irrespective of any default hereunder, FAHA may at any time in sole discretion (for convenience or cause) terminate the contract in whole or in part, and in such event the consultant shall be entitled to receive equitable compensation for all undisputed work completed and accepted, prior to such termination or cancellation.

G. PATENTS AND ROYALTIES:

The successful firm(s) shall indemnify and save harmless FAHA, its employees, agents, representatives, officers and Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, process or article manufactured or used in the performance of the contract, including its use FAHA. If the individual(s) or firm(s) use(s) any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the firm(s) shall include all royalties or cost arising from the use of such design, device, or materials involved in the work.

H. STANDARDS OF CONDUCT:

The successful proposer shall be responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

I. CONFLICT OF INTEREST:

No employee, officer or agent of FAHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

1. an employee, officer or agent involved in making the award; or his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
2. his/her business or professional partner; or
3. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

J. REMOVAL OF EMPLOYEES:

FAHA may request the successful firm(s) to immediately remove from assignment to FAHA contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons including by not limited to:

1. Neglect of duty;
2. Disorderly conduct, use of abusive or offensive language, quarreling or fighting;
3. Theft, vandalism, immoral conduct or any other criminal activity; and or
4. Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances, while on assignment at FAHA.

K. SUPERVISION:

The successful proposer shall always provide competent supervision during the performance of the contract. A qualified project manager and one (1) alternate shall be designated in writing to FAHA prior to execution of the contract. The project manager or his/her designee must be available to meet with FAHA personnel as required upon prior notice. The successful proposer shall provide the telephone number(s) where its representative(s) can be reached.

L. STATEMENT OF OWNERSHIP:

The firm's submittal shall contain an explicit statement of the legal entity with which FAHA will contract name, address, phone number, and name of principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional firms which subcontract or joint ventures with the firm(s), including names, addresses, position, and description of the extent of participation in the project. If the firm(s) is a subsidiary, its relationship to parent company(ies) shall be disclosed. The firm(s) shall identify the organization and management approach to the project, as well as identify individuals who will be assigned to key management positions. Resumes of these individuals must be provided.

~ END OF SECTION 5~

SECTION 6: Proposal Format and Submission Instructions

6.1 **TABBED PROPOSAL SUBMITTAL**

The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within 6.1.(A) below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

Part A: Technical Proposal.

The Technical Proposal shall be submitted separately from the Price Proposal and include material organized into sections as follows:

1. **Form of Proposal.**

This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

2. **Form HUD-5369-C (8/93), Certifications and Representations of Proposers, Non-Construction Contract.**

This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

3. **Profile of Firm Form.**

The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.

4. **Proposed Services.**

The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 7.0 herein, including, but not limited to (NOTE: Though proposers are free to submit as much information as they wish under this tab to satisfy the following detailed requirements, the Agency anticipates that the documentation under this tab will not exceed 4-8 pages, at most:

- a. As detailed within Section 7.3, Evaluation Factor No. 2, herein, the proposer’s **DEMONSTRATED UNDERSTANDING** of the **AGENCY’S REQUIREMENTS**
- b. As detailed within Section 7.3, Evaluation Factor No. 3, herein, the **APPROPRIATENESS** of the **TECHNICAL APPROACH** and the **QUALITY** of the **SERVICES PROPOSED**
- c. As detailed within Section 7.3, Evaluation Factor No. 4, herein, the proposer’s **TECHNICAL CAPABILITIES** (in terms of personnel) and the **MANAGEMENT PLAN** (including the ability to provide the services detailed herein).

- d. As detailed within Section 7.3, Evaluation Factor No. 5, herein, the proposer's **DEMONSTRATED EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. NOTE: The Agency will place particular importance on Experience and Past Performance with other Housing Agencies or in HUD- or housing-related work.
- Indicate how staff are retained, screened, and trained.
 - An explanation and copies of forms that will be used and reports (including billing statements) that will be submitted and the method of such reports (i.e. written; fax; internet; etc.).
 - A complete description of the products and services the firms provide.
5. **Managerial Capacity/Financial Viability.**
The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). NOTE: A copy of the most recent independently prepared financial statements and/or tax return may be requested for any awarded proposer.
6. **Client Information.**
The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
- a. The client's name;
 - b. The client's contact name;
 - c. The client's telephone number;
 - d. The client's email address;
 - e. A brief narrative description and scope of the service(s) and the dates the services were/are provided
7. **Equal Employment Opportunity/Supplier Diversity**
The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 6.5. herein pertaining to supplier diversity (e.g., small, minority-, and women-owned businesses).
8. **Subcontractor/Joint Venture Information (Optional Item)**
The proposer shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. NOTE: The Agency will not entertain separate pricing from any subcontractors. Billing will only be received from the prime contractor.

9. **Section 3 Business Preference Documentation (Optional Item)**

For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.

10. **Other Information (Optional Item)**

The proposer may include here under any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.

11. **Proposal Submittal Blinding Method**

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

Part B: Price Proposal

1. **Entry of Proposed Fees.**

The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Agency were provided within the noted Internet System only. Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" proposal submittal detailed within Section 6.0— any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 2: Sample Fee Sheet]

	Hours	Standard Hourly Rated	Quoted Hourly Rates	Total
Partners				
Managers				
Supervisory Staff				
Staff				
Other (Describe)				
General Hourly Fee for Work Outside the Scope of the Annual Audit				

6.2 **ADDITIONAL INFORMATION FOR PRICING ITEMS**

A. Quantities.

All quantities entered by the Agency herein and within the corresponding Pricing Items on the Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires. Please note the following exception to the aforementioned "Requirements Contract" language.

1. Pertaining to the "QTY" (Quantity) figures listed within Table No. 4.

It is possible that the listed quantity figures could reflect our needs for one contract year or for all three contract years. NOTE: Please see the preceding of Section 6.2 (A) herein.

2. Entry of Fees.

Proposers are required to submit a proposal, where provided for within the eProcurement Marketplace, for each Pricing Item detailed within Table No. 2. Whereas no additional proposal prices can or will be received after the proposal's submittal deadline, any proposer that does not comply with this requirement shall be rejected without further consideration.

a. Warning! Realistic Proposed Cost for the Pricing Items.

Each proposer is strongly encouraged to enter where provided within the eProcurement System a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for any hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within Table No. 6 herein), then the \$ 1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.

b. Pricing Items No. 1-3, Partner, Associate, and Paralegal.

Each proposer must submit a reasonable cost for each service level. For any proposer that does not currently have an Associate or Paralegal in their firm, such proposer still must enter a reasonable cost for those services (it would even be acceptable to enter where provided within the eProcurement system the same cost for each level of service).

c. Potential Travel Costs.

Cost incurred while conducting business on behalf of the Agency, other than local travel shall be reimbursed based on a 21-day advance purchase of airline tickets and not-to-exceed General Services Administration (GSA) mileage and per diem rates, only with prior authorization from the Agency. Any travel which does not receive prior written authorization from the Agency will not be reimbursed.

d. **No Negotiation of Proposed Fees after the Submittal deadline.**

The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 2 herein that the proposer chooses to submit a proposed fee for.

e. **Review the Entry of Proposed Fees.**

The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly and as the proposer intended to meet the requirements herein (the eProcurement Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect.

3. **Potential Price Escalation.**

Unless otherwise provided for herein, there will not be any escalation of costs allowed during the term of the initial contract, or extensions.

4. **Overtime.**

Pursuant to the Contract Work Hours and Safety Standards Act. Overtime shall not be less than time, and one-half hours worked more than 40 hours per week (for applicable positions). Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates for Pricing Items Nos. 1-3 for any work the Agency requires the successful proposer to perform specifically during hours in excess of 40 hours (about 3 days) in a work week (the Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular- time hours, only such hours that the Agency gives prior approval for).

- a. The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to, for example, the Contractor's lack of staffing or due to other work that the Contractor may have with other clients, the Agency expects that such work will be provided during normal work hours.

5. **No Retainer.**

The Agency will NOT pay any retainer fees because of the award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual

hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the "10-minute" standard.

6.3. PROPOSAL SUBMISSION

All hard-copy" proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). **A total of 1 original signature copy (marked "ORIGINAL") and 4 exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:**

**Fairfield Alabama Housing Authority
Attn: Renae Garrett, Executive Administrative Assistant
RFP# 002-2025 Financial Audit Services
6704 Avenue D
Fairfield, AL 35064**

A. Exterior of the Submittal Package.

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

B. Submission Conditions.

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so, is thereby agreeing to confirm all notices that the Agency thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

C. Submission Responsibilities.

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 6.6, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

6.4. PROPOSER'S RESPONSIBILITIES – CONTACT WITH THE AGENCY

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make an inquiry or communicate with any other

Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who has not abided by this directive.

A. Addenda.

All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation— “substantive” meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

6.5. PROPOSER’S RESPONSIBILITES – EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY.

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

A. Within 2 CFR §200.321 it states:

1. **(e)** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
2. **(1)** The non-federal entity must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
3. **(2)** Affirmative steps must include:
 - (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. Within HUD Procurement Handbook 7460.8 REV 2 it states:

1. **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency contracting.
2. **Section 15.5.B, Goals.** The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

C. Within our Agency Procurement Policy, it states that our Agency will:

1. **Assistance to Small and Other Business, Required Efforts:**
 - a. Including such firms, when qualified, on solicitation mailing lists;
 - b. Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - f. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low- income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and
 - g. Requiring prime contractors, when subcontracting is anticipated, take the positive steps listed above.

D. Requirements

Accordingly, please see Section 6.1 (g) herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

6.6 Recap of Attachments

It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 3]

Document No.	Attachment	Attachment Document
1	-----	This RFP Document
2	A	Form of Proposal
3	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Proposers, Non- Construction Contract</i>
4	C	Profile of Firm Form
5	D	Supplemental instructions to Proposers & contractors (SIPC)
6	E	Sample Contract Form
7	F	Form HUD-5370-C (10/2006), General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)
8	G	(HUD 50071) Certification of Payments to Influence Federal Transactions
9	H	Disclosure of Lobbying Activities (SF-LLL)
10	I	Fixed Fee Schedule

~ END OF SECTION 6 ~

SECTION 7: Evaluation Criteria and Selection Process

7.1. AWARD

Award of the Contracts, if any, shall be to the Proposal(s) are deemed by the Agency to provide the best value, price and technical factors considered.

7.2. Evaluation Committee

The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 5.1 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertain to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

7.3. Evaluation Factors

The Selection Committee will evaluate each Proposal on the following criteria:

[Table No. 4]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	15 points	Objective	Evidence of understanding of the services required.
2	25 points	Subjective (Technical)	Evidence of a firm’s ability, knowledge, and experience for a contract of this scope. Evidence of key staff assigned to this project, including biographies and experience, to include the relevant experience of each governmental and housing authority audits, and continuing professional education. Names, addresses, and telephone numbers of at least three clients who may be contacted for reference.
3	10 points	Subjective (Technical)	Evidence of the firm’s ability to meet the Authority’s deadline as referenced in this RFP.
4	20 points		Proposed methodology on how firms will conduct and deliver audits. A statement of the success rate of the PIH/REAC acceptance of the first audited submission. A copy of the report on the firm’s most recent peer review.
5	15 points		Fee Schedule for Year 1, the optional 4 additional years end cost for additional services.
6	15 points		Evidence of Section 3 business status as defined in the Housing and Urban Development Act of 1968.
	100 points		Total Points (other than preference points)

A. Preference Evaluation Factor

The following factors will be utilized by the CO to evaluate each proposal submittal received:

(1) NO.	(2) MAX POINT VALUE	(3) FACTOR TYPE	(4) FACTOR DESCRIPTION
7	Mandatory		A statement by the prospective Auditor that the firm is independent of the Hampton Redevelopment and Housing Authority and the City of Hampton, as that term is defined in the Ethical Rules of the AICPA.
8	Mandatory		A statement by the prospective Auditor that the firm and partner assigned to the engagement are licensed to perform the audit as provided by the applicable laws of State of Alabama.
9	Mandatory		A statement by the prospective Auditor that the firm has met the peer review standards of the AICPA and Government Auditing Standards.
10	Mandatory		A statement by the prospective Auditor that the firm will provide adequate supervision on a daily basis.
11	Mandatory		A statement by the prospective Auditor that staff assigned to the audit has met the continuing education requirements required by Government Auditing Standards issued by the Comptroller General of the United States.
12	Mandatory		List status of any disciplinary action taken against the IPA, if any.
13	Mandatory		A current copy of license as a Certified Public Accountant in the State of Alabama
14	Mandatory		Certification that firm, and its designated agent(s), has not been debarred, suspended, or otherwise prohibited from practice
15	Mandatory		Proof of insurance that firm has insurance with an A-rated carrier showing the following minimum limits: \$1,000,000 general liability; \$1,000,000 professional liability; \$25,000 fidelity bond in favor of the Authority; and workers compensation with statutory limits of \$100,000/\$500,000/\$100,000.
16	Mandatory		Completed Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders.

7.4. EVALUATION METHOD.

Below is the anticipated selection process for this Solicitation:

A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (i.e. meeting the minimum of the requirements).

B. Evaluation Packet

An evaluation packet will be prepared for each evaluator, including the following documents:

1. Instructions to Evaluators;
2. Proposal Tabulation Form;
3. Written Narrative Form for each proposer;
4. Recap of each proposer’s responsiveness;
5. Copy of all pertinent RFP documents.

C. Evaluation Committee: The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or

discuss with such person anything related to this RFP. As detailed within Section 6.3 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

- D. Evaluation:** The Procurement Manager will evaluate and award points pertaining to Evaluation Factors No. 1 (the "Objective" Factors). The appointed evaluation committee, independent of the Procurement Manager or any other person at the FAHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, and 3 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Manager.
- G. Determination of Top-ranked Proposer:** The points awarded by the Evaluation Committee shall be the final ranking.
- H. Award Recommendation:** As detailed within the following Section 5A.1, if the ensuing contract award is \$200,000.00 or greater, the final ranking will be forwarded to the Board at their next regularly scheduled meeting for approval. The Board will then make its determination as to whether to accept the CEO's recommendation. Contract price negotiations may, at FAHA's option, be conducted prior to and/or after the BOC approval.
- J. Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- a. Which proposer received the award;
 - b. Where each proposer placed in the process because of the evaluation of the proposals received;
 - c. Each proposer's right to debriefing.
- K. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on FAHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on FAHA evaluation committee.

~END OF SECTION 7~

SECTION 8: Solicitation and Contract Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

8.1. ACCEPTANCE AND REJECTION OF PROPOSALS

The Agency reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the Agency. The Agency may reject the Proposal of any Proposer in arrears or in default to the Agency on any contract, debt, or other obligation.

8.2. ACCURATE INFORMATION

The Proposer certifies that all information provided or to be provided to the Agency is true and correct and may be relied upon by the Agency in awarding the Contract. Any false and/or misleading information is cause for the Agency to reject the Proposer's Proposal or to terminate the Contract if awarded to the Proposer. Such rejection or termination shall relieve the Agency of any direct or consequential damages or costs incurred by the Proposer.

8.3. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Proposer to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

8.4. ALTERNATE PROPOSALS

The Proposer is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

8.5. ASSIGNMENT OF THE CONTRACT

The Agency's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the Agency; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

8.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the Agency by a Proposer of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the Agency at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

8.7. CHANGES IN GOODS AND/OR SERVICES

The Agency, without invalidating the Contract, may order changes in the goods and/or services

within the general scope of the Contract, consisting of additions, deletions and/or other revisions, the Contract sum and term shall be adjusted accordingly. Any cost or credit to the Agency from a change in Services shall be determined by mutual written agreement between the Agency and the Contractor. The Contractor shall provide all the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the Agency unless made in writing and signed by the Agency and the Contractor.

8.8. CONFIDENTIALITY

- A. The Agency agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Proposer in strictest confidence. The Proposer shall specify in writing to the Agency the information and/or material the Proposer deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Proposer agrees that all knowledge and information it may receive from the Agency or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the Agency Contract Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by the Agency as being “confidential” or “privileged”.

8.9. CONTRACT ADMINISTRATION

- A. The Contract Administrator shall serve as the liaison between the Agency and the Contractor, and shall:
 - 1. Have the authority to give direction to the Contractor, monitor and inspect the Contractor’s performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor’s work under the Contract;
 - 2. Serve as the records custodian for the Contract, which includes issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- B. The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations): that alter, modify, cancel, or terminate the Contract, or any portions thereof; or that waives the Agency’s rights under the Contract.

8.10. CONTRACT AWARD

The Agency reserves the right to award the Contract to multiple Proposers and/or to award the Contract in whole or in part. If for any reason, through no fault of the Agency, the Contract is not executed within thirty (30) days following formal award, the Agency may withdraw the award and award to another Proposer or solicit new Proposals. In the event the Agency receives only one (1) Proposal in response to this Solicitation, the Agency reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Proposer that submitted the Proposal.

8.11. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the Agency and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the Agency and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the Agency Contracting Officer.
- B. The Agency Contracting Officer must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The Agency Contracting Officer may consider any other information or written submissions from Agency employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The Agency Attorney may participate in the hearings to protect the Agency 's interest.
- C. The Agency Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the Agency Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The Agency Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

8.12. CONTRACT FORM

The Agency will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Agency form of contract and by submitting a proposal the successful proposer agrees to do so. See Attachment G for the Professional Services Agreement General Terms and Conditions.

8.13. CONTRACT PERIOD

The Agency anticipates that it will initially award a contract for the period of one (1) year with the option, at the Agency's discretion, of four (4) additional one-year option periods, for a total maximum contract period of five (5) years.

8.14. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the Agency. The Contractor shall include a similar provision in all subcontracts.

8.15. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The Agency and the Contractor recognize and agree: **(i)** that the Contractor shall act as an independent Contractor to the Agency; **(ii)** that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; **(iii)** that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; **(iv)** that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and **(v)** that the Agency shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes, or withholding and cost for the same, shall be the sole responsibility of the Contractor.

8.16. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the Agency and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price; the unit price will govern.

8.17. FORCE MAJEURE

The Agency and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots (“Force Majeure”). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

8.18. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (“Act”), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the Agency that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

8.19. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any Proposer under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Proposer has interest in more than one (1) Proposal for this Solicitation, both as the Proposer and as a subcontractor for another Proposer, shall result in the rejection of all Proposals in which the Proposer has interest and disqualifies the Proposer from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Proposers. The Agency may reject all Proposals if reasonable cause exists for believing that collusion exists among Proposers.

8.20. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

8.21. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Agency, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and

8.22. LATE PROPOSALS

It is the responsibility of the Proposer to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 1.2 of this Solicitation. All Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The Agency assumes no responsibility for any delays and/or errors in the delivery of a Proposal;

postmarking the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

8.23. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

8.24. MODIFICATIONS TO PROPOSALS

The Proposer may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The Agency shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

8.25. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the Agency under the Contract. In no event shall the Contractor encumber any such goods delivered to the Agency with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the Agency with a Release of Liens from any subcontractor or other supplier.

8.26. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

8.27. NON-DISCRIMINATION REQUIREMENTS

A. The Contractor acknowledges and agrees that during the term of the Contract it shall:

- 1. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- 2. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the Agency be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the Agency or its officials or employees, and the Contractor may be declared ineligible for further contracts with the Agency.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to Agency Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the Agency Contracting Officer concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the Agency Contracting Officer may invoke the remedies hereinabove set out.

8.28. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the Agency's solicitation or purchasing of equipment, goods or services from any other company or entity.

8.29. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the Agency and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the Agency.

8.30. PROMPT RETURN OF CONTRACT DOCUMENTS

Any and all documents required to complete the contract, including contract signature by the successful proposer, shall be provided to the Agency within ten (10) business days of notification by the Agency.

8.31. RECORDS

A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of two (2) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the Agency, State of Alabama and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the Agency deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

B. The Contractor shall include similar provisions in all subcontracts.

8.32. RIGHT TO NEGOTIATE FINAL FEES

The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.

8.33. SOLICITATION DOCUMENTS

The Proposer is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Proposer shall make an inquiry as to such meaning and/or intent. The failure of the Proposer to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Proposer of its obligations under the Contract, if awarded to the Proposer. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Proposer fully understands everything in the Solicitation Documents.

8.34. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the Agency Contracting Officer. Any written protest shall, at a minimum, include: **(i)** the name, address, telephone number, and if available, email address of the Person making the protest; **(ii)** the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and **(iii)** any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

8.35. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the Agency.

8.36. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

8.37. TERMINATION

A. Termination for Cause

1. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the Agency may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the Agency by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
2. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the Agency, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Contractor, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the Agency from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Agency from terminating the Contract for such delay.

B. Termination for Convenience

1. The Agency may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the Agency for lost profits in conjunction with a termination for convenience.
2. The Contractor expressly waives any damages, delays, or indirect costs which may arise from the Agency's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The Agency shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the Agency may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the Agency. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

8.38. USE OF BROKER

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For violation of this provision, the Agency shall have the right, in its sole discretion: **(i)** to terminate or suspend the Contract without liability to the Agency, its officials or employees; or **(ii)** to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

~END OF SECTION 8~

SECTION 9: Special Terms and Conditions

9.1. INSURANCE

A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:

1. Automobile Insurance.

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$2,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$250,000/\$500,000 and medical pay of \$5,000.

2. Professional Liability Insurance.

An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;

3. General Liability Insurance.

An original certificate evidencing General Liability coverage, naming the Agency as an **additional insured**, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of 1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

4. Workers Compensation Insurance.

An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

B. Prior to award (but not as a part of the proposal submission) the Contractor and any subsequent sub-contractor will be required to provide the Agency with a certificate of insurance, which shall: **(i)** evidence the above policies; **(ii)** name the Agency as additional insured with respect to the comprehensive commercial general liability insurance policy only; and **(iii)** contain a provision that requires the Contractor's insurers to provide the Agency with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the Agency for thirty (30) days after such written notice is given.

C. The Contractor acknowledges and agrees that its failure to provide the Agency with a certificate of insurance and/or the failure by the Agency to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold harmless the Agency from any liability arising as a result of any such failure(s).

9.2. LICENSING REQUIREMENTS

Prior to award (but not as a part of the proposal submission) the Contractor and any subsequent sub-contractor will be required to provide:

A. City/County/State Business License.

If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Fairfield, Jefferson County, and/or the State of Alabama. All necessary documentation to prove ability to perform as an attorney in the State of Alabama.

B. Profile of Firm Form.

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH CERTIFICATES WITHIN THE SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).

C. Subcontractor Documentation.

The Agency reserves the right to require all subcontractors identified by the successful proposer's as working under this contract, to meet the same licensing and insurance requirements and complete all the same forms required of the proposer.

D. Certificates/Profile of Firm Form.

Pertaining to the aforementioned (within Sections 9.1) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

9.3. INVOICES, PAYMENTS AND TAXES

Payment for the Services provided under each Executed Project Order shall be paid in a lump sum following the completion of the Services under the respective Executed Project Order, and the Agency's acceptance and receipt of an undisputed proper invoice(s) for the same. The Agency shall only pay original proper invoices issued in accordance with the following:

- A. Original invoices shall include, at a minimum, the: Contractor's name, address, telephone number and services provided. Invoices shall be submitted to: Department of Finance/Accounts Payable fhaaccounting@fairfieldha.org. All invoices must be submitted within thirty (30) days of work acceptance by the Agency. The final invoice format requirements will be discussed during the Post Award Conference.
- B. The Agency's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days.
- C. The Contractor shall invoice only for productive related to contract conditions; time utilized for transportation of workers, lunch, material acquisition, handling and delivery, and movement of Contractor owned or rented equipment shall not be directly chargeable.
- D. The Agency is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the Agency; the Agency shall not be liable for or pay or reimburse the Contractor for any such taxes.

9.4. PERSONNEL

A. Contractor's Personnel

1. While on Agency property, the Contractor's personnel shall: present a professional appearance; be neat, clean, well-groomed and properly uniformed; and conduct themselves in a courteous and respectable manner.
2. The Contractor shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Contractor's personnel shall not use any Agency equipment or facilities, unless identified herein, or loiter in the areas being serviced.
3. The Contractor shall not allow any of its personnel to use tobacco products while on Agency property.

B. Unauthorized Personnel

The Contractor's personnel shall not be accompanied on Agency's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The Agency prohibits teenagers, minors, and children from working on Agency -owned property under the Contract. Unauthorized persons discovered on the Agency's premises will be immediately escorted off the property.

9.5. CONTRACTOR'S CAPACITY

The Contractor shall have the capacity to perform the requested services. The Agency may request documentation to verify the Contractor's capacity during the proposal evaluation process.

9.6. HOLIDAYS (OBSERVED)

The Agency observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day

9.7. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the Agency.

9.8. UNAUTHORIZED USE OF AGENCY EQUIPMENT

The Contractor's personnel shall be prohibited from, at any time, use of Agency equipment unless authorized by the Agency, including the use of non-pay telephones for any purposes other than a local emergency call.

~ END OF SECTION 9 ~

SECTION 10: Attachments and Exhibits

REQUEST FOR PROPOSALS

RFP NO. 002-2025 Financial Audit Services

Attachment A-I

Required Forms