## RFP Document

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INTRODUCTION

The Missoula Housing Authority (hereinafter, “HA”) is a public entity that was formed in 1978 to provide federally subsidized housing and housing assistance to low-income families, within the City of Missoula plus 10 miles. The HA is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the HA’s procurement policy. The HA is a non-profit public agency brought into existence by a Resolution of the City of Missoula, but is a separate entity from the City or County of Missoula, the State of Montana, or Federal Government.

This solicitation is a request for proposals for both annual A-133 audits and annual audits for each of the Housing Authority’s Low Income Housing Tax Credit projects. As such, elements of the RFP will apply to the A-133 audit, but not to annual LIHTC audits. However, because this RFP covers both, it is expected that offerer will comply with all requirements.

Current and anticipated annual A-133 audit work with FYE 9/30 includes:

- Low-rent Public Housing (178 units, including 20 units in a mixed-finance development).
  The HA has submitted an application to HUD Special Applications Center for a Streamlined Voluntary Conversion of all 178 units to Section 8 vouchers. Conversion is anticipated by 9/30/2020. Units will be retained in the name of the Housing Authority as HCV project-based vouchers. This solicitation includes:
  - a FY2020 audit with Public Housing in place
  - a final Public Housing close-out audit (this could be anytime during FY2020)
  - FY2021 and subsequent audits with a converted Section 8 project-based property with 178 units.

- Housing Choice Vouchers (774 units)
- Three Family Self-Sufficiency Coordinators (contracted)
- 811 Vouchers
- Mainstream Vouchers
- Foster Youth to Independence Vouchers
- VASH Vouchers
- SRO Single Room Occupancy (14 units)
- Supportive Housing Program Grant (approximately 112 units)
- Capital Fund Grants (these will end after conversion)
- Energy Performance Contract for Public Housing units (this will end after conversion/existing loan not guaranteed by Public Housing funds and will stay in place as is)
- HOME Grants
- Housing Trust Fund Grants
- Veterans Administration Homeless Providers Grant (16 units)

- Blended Component units of the Housing Authority to be included:
  - Garden City Neighbors, Inc. (501(c)3)
  - MHA Holdings, LLC/Owns Wildflower Apartments (96 units)
  - Intermountain Development Company, Inc. (IDC) (501(c)3)
  - Bristlecone Development, LLC (construction arm of housing authority)

- Discrete Component units of the Housing Authority to be included:
  - Maclay Commons (16 units)
Russell Square Apartments (51 units and MHA offices)
Parkside Village Apartments (104 units)

Business Activities:
Development activities
Currently these include:
Cornerstone Apartments (12 units/Housing Trust Fund and AHP Grants/completion date 12/2020)
Villagio Apartments (200 units/4% tax credits, HOME/TIF funding/completion date 2022)
Trinity Apartments (202 units/4% tax credits, HTF/HOME funding/completion date 2022)
2 units of unsubsidized housing
Owner/landlord of Uptown Apartments SRO (14 units)
Owner/landlord of 110 California St. (6 units)
Cornerstone Apartments (12 units/start date approx. 1/1/2021)

Current and anticipated audits for Low Income Housing Tax Credit projects (FYE 12/31):

- Palace Apartments (60 units/MHA Palace LLC, General Partner and Savoy Inc. Co-General Partner/PNC Real Estate, Limited Partner)
- River Ridge Apartments (70 units/MHA-River Ridge LLC, General Partner/US Bancorp Community Development Corp., Limited Partner)
- Maclay Commons (16 units/Garden City Neighbors Inc., General Partner/Maclay Holdings LLC, Limited Partner)
- Russell Square Apartments (51 units/Missoula Housing Authority, General Partner/MHA Holdings III LLC, Limited Partner)
- Parkside Apartments (104 units/Missoula Housing Authority, General Partner/MHA Holdings II LLC, Limited Partner)
- Garden District I LP (51 units and MHA offices/Garden District I LLC, General Partner/US Bancorp Community Investment Corp., Limited Partner)
- Villagio Apartments LLLP (200 units/Missoula Community Housing Corp No. 1 LLC, General Partner) Anticipated 2022-2023
- Trinity Apartments LLLP (202 units/MHA-Trinity Apartments LLC, Co-General Partner) Anticipated 2022-2023 (Trinity Audits and Tax Filings may be performed by others but are included here as a contingency.)

Current and anticipated Federal and State Tax filings:

- Garden City Neighbors, Inc. (FYE 3/31)
- Intermountain Development Co., Inc. (FYE 12/31)
- Palace Apartments LP (FYE 12/31)
- River Ridge Apartments LLLP (FYE 12/31)
- Parkside Village HP/MHA LP (FYE 12/31)
- Savoy Inc. (FYE 12/31)
- Villagio Apartments LLLP (FYE 12/31 - Anticipated 2022-2023)
- Trinity Apartments LLLP (FYE 12/31 - Anticipated 2022-2023 - see note above)
In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.
RFP INFORMATION AT A GLANCE

<table>
<thead>
<tr>
<th>HA CONTACT PERSON</th>
<th>Debbie Hibbitts, 406-549-4113 x109 <a href="mailto:dhibbitts@missoulahousing.org">dhibbitts@missoulahousing.org</a> or Lori Davidson, 406-549-4113 x105 <a href="mailto:ldavidson@missoulahousing.org">ldavidson@missoulahousing.org</a> Relay Service for Deaf, 711</th>
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<td>HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE</td>
<td>1. Contact Debbie Hibbitts, Finance Director at <a href="mailto:dhibbitts@missoulahousing.org">dhibbitts@missoulahousing.org</a> or 406-549-4113 x109 2. Contact Lori Davidson, Executive Director at <a href="mailto:ldavidson@missoulahousing.org">ldavidson@missoulahousing.org</a> or 406-549-4113 x105</td>
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<td>PRE-PROPOSAL CONFERENCE</td>
<td>No pre-proposal conference is planned. Questions may be directed to Executive Director Lori Davidson at <a href="mailto:ldavidson@missoulahousing.org">ldavidson@missoulahousing.org</a> or Finance Director Debbie Hibbitts at <a href="mailto:dhibbitts@missoulahousing.org">dhibbitts@missoulahousing.org</a>. All questions must be in writing, and all questions along with the responses will be shared with all proposers.</td>
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<tr>
<td>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</td>
<td>1. As directed within Section 3.2.1 of the RFP document, submit certain required financial information where provided within the RFP. 2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your &quot;hard copy&quot; proposal to the Missoula Housing Authority, 1235 34th Street, Missoula, MT 59801. An electronic submittal is also permitted, in addition to the hard copies.</td>
</tr>
<tr>
<td>PROPOSAL SUBMITTAL RETURN &amp; DEADLINE</td>
<td>Friday, September 4, 2020 4:00 pm Missoula Housing Authority 1235 34th Street, Missoula, MT 59801 <em>(The proposed costs must be entered within the “hard copy” proposal.)</em></td>
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1.0 HA’S RESERVATION OF RIGHTS:

1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.

1.2 The HA reserves the right not to award a contract pursuant to this RFP.

1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
1.5 The HA reserves the right to 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 HA’s designated Contracting Officer (CO).

1.6 The HA reserves the right to negotiate the fees proposed by the proposer entity.

1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.9 The HA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer is hereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the HA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HA is seeking proposals from qualified, licensed and bonded entities to provide the following detailed services:

2.1 General Requirements

2.1.1 Any audit that is performed by award of this RFP shall be performed in accordance with generally accepted auditing standards, and will additionally require compliance testing and a study of internal accounting controls. The successful proposer will be required to certify that each and every audit is performed in accordance with all applicable federal and state laws and regulations, and in accordance with Generally Accepted Accounting Principles (GAAP).

2.1.2 For A-133 audit the HA was last audited for the fiscal year end September 30, 2019. The programs to be audited for the fiscal years ending September 30, 2020 (FY2020), September 30, 2021 (FY2021), September 30, 2022 (FY2022), September 30, 2023 (FY2023) and September 30, 2024 (FY2024) include:

2.1.2.1 A conventional Low-Rent Public Housing Program, with 178 units. The HA has submitted an application to HUD for Streamlined Voluntary Conversion with an anticipated conversion date of 9/30/2020. This date may be delayed into FY 2021.
2.1.2.1 A close-out audit of the Public Housing Program will be required upon completion of the conversion process;

2.1.2.2 Section 8 Housing Assistance Payments Program (Vouchers), with 774 units. After conversion 178 additional project-based vouchers will be added to this program. In addition, this program also includes 39 or more 811 vouchers, 6 PBRA vouchers, 26 Mainstream vouchers, 32 VASH vouchers, and Foster Youth to Independence vouchers.

2.1.2.3 Section 8 Mod Rehab (Uptown Apartments), with 14 units;

2.1.2.4 Supportive Housing Program rental assistance grants for approximately 112 households;

2.1.2.5 Veterans Administration Grant & Per Diem Program, with 17 units (Valor House);

2.1.2.6 Capital Fund Programs (CFP), FY 2018, FY2019, FY2020; after conversion no Capital Funds will be received. Capital Fund grants will be included in the Public Housing close-out audit;

2.1.2.7 Energy Performance Contract (EPC) for Conventional Low-Rent Housing Program, and Change Order #1 of the EPC. The EPC loan will stay in place with no changes, although monitoring and reporting of the EPC will no longer be required after conversion.

2.1.2.8 HOME grants associated with new development project Villagio Apartments.

2.1.2.9 Federal Housing Trust Fund grants associated with new development projects Cornerstone Apartments and Trinity Apartments.

2.1.2.10 Non-federally funded entities carried by the HA as blended component units, include:

2.1.2.10.1 Garden City Neighbors (501(c)3), general partner of Maclay Commons, a 16 unit Low Income Housing Tax Credit property.

2.1.2.10.2 MHA Holdings, LLC (Owner of 96-unit Low Income Housing Tax Credit property known as Wildflower Apartments.)

2.1.2.10.3 Intermountain Development Company, Inc., (501(c)3) 17.39% owner of mixed finance 115-unit development known as Silvertip Apartments with 20 units of Public Housing which will be converted to
Section 8 project-based vouchers through the Streamlined Voluntary Conversion process.

2.1.2.10.4 Bristlecone Development, LLC, which acts as Project Construction Manager for various new construction and rehabilitation activities of the HA.

2.1.2.11 Non-federally funded entities carried by the HA as discrete component units include:

2.1.2.11.1 Maclay Commons LIHTC (16 units)
2.1.2.11.2 Russell Square Apartments (51 units and offices)
2.1.2.11.3 Parkside Village Apartments (104 units)

2.1.2.12 Non-federally funded business activities include:

2.1.2.12.1 Two units of unsubsidized affordable housing.
2.1.2.12.2 Operation of 110 California St, 6 units with HA as owner.
2.1.2.12.3 Operation of Uptown Apartments, HA as owner.
2.1.2.12.4 Cornerstone Apartments, 12 units projected for completion in October 2020, HA as owner.
2.1.2.12.5 Development of Villagio Apartments, 200 units 4% LIHTC projected for completion mid 2022.
2.1.2.12.6 Development of Trinity Apartments, 202 units 4% LIHTC projected for completion mid 2022.
2.1.2.12.7 Will receive management fees and other income from managed properties and HUD programs after conversion and elimination of the Central Office.

2.1.3 Low Income Housing Tax Credit Audits:

2.1.3.1 Palace Apartments (60 units/MHA Palace LLC, General Partner and Savoy Inc. Co-General Partner/PNC Real Estate, Limited Partner)
2.1.3.2 River Ridge Apartments (70 units/MHA-River Ridge LLC, General Partner/US Bancorp Community Development Corp., Limited Partner)
2.1.3.3 Maclay Commons (16 units/Garden City Neighbors Inc., General Partner/Maclay Holdings LLC, Limited Partner)
2.1.3.4 Russell Square Apartments (51 units/Missoula Housing Authority, General Partner/MHA Holdings III LLC, Limited Partner)
2.1.3.5 Parkside Apartments (104 units/Missoula Housing Authority, General Partner/MHA Holdings II LLC, Limited Partner)
2.1.3.6 Garden District I LP (51 units and MHA offices/Garden District I LLC, General Partner/US Bancorp Community Investment Corp., Limited Partner)
2.1.3.7 Villagio Apartments LLLP (200 units/Missoula Community Housing Corp No. 1 LLC, General Partner) Anticipated 2022-2023
2.1.3.8 Trinity Apartments LLLP (202 units/MHA-Trinity Apartments LLC, Co-General Partner) Anticipated 2022-2023 (Please note Trinity audits and tax filings may be handled by others.)

2.1.4 Low Income Housing and Other State and Federal Tax Filings:

2.1.4.1 Garden City Neighbors, Inc., General Partner of Maclay Commons (FYE 3/31)
2.1.4.2 Intermountain Development Co., Inc. (FYE 12/31)
2.1.4.3 Palace Apartments LP (FYE 12/31)
2.1.4.4 River Ridge Apartments LLLP (FYE 12/31)
2.1.4.5 Parkside Village HP/MHA LP (FYE 12/31)
2.1.4.6 Savoy Inc. (FYE 12/31) Co-General Partner Palace Apartments LP
2.1.4.7 Villagio Apartments LLLP (FYE 12/31 - Anticipated 2022-2023)
2.1.4.8 Trinity Apartments LLLP (FYE 12/31 - Anticipated 2022-2023)

2.1.5 The FY2020 A-133 Single audit will be required to be performed prior to February 28, 2021. Final report is due to the State of Montana by March 31, 2021, but extensions can be granted if necessary. HUD reporting must be completed no later than April 30, 2021 in order to allow time to correct any comments from HUD before the June 30, 2021 deadline:

2.1.5.1 Field work must be completed by February 28, 2021;
2.1.5.2 Draft report must be submitted by March 31, 2021;
2.1.5.3 Final report must be submitted by April 30, 2021.
2.1.5.4 Similar deadlines will be established for the work pertaining to ensuing FY’s.

2.1.6 The FY2020 and subsequent LIHTC audits will be required to be performed on a schedule set by the tax credit investor generally within 60 days of year end.

2.1.7 The FY2020 and subsequent Tax filings will be required to be performed prior to February 15th or other date required by investor requirements, or to meet required IRS deadlines if no investor is involved.

2.2 The HA and the successful proposer will be required to maintain a detailed audit status report similar to Attachment F. The audit status report will be used to, if necessary, identify the party or parties responsible for the successful proposer not meeting the objectives outlined within the preceding Sections.

2.3 Once completed, the successful proposer will be required to submit to the HA a total of 5 hard copies of the A-133 Single Audit Report in addition to an electronic copy in a format that is searchable, and file the audit with the State of Montana.
2.4 Once completed, the successful proposer will be required to submit to the HA an electronic copy of all Tax Credit audits and state and federal tax filings, as well as submit audits and tax filings to investors and to the IRS.

2.5 All proposed work shall include any required assistance and verification that the Contractor must provide to assist and ensure the appropriate on-time submission of online Audits to HUD and the State of Montana, in addition to LIHTC Audits and Tax Filings to Owners and Investors.

2.6 The Auditor’s Responsibilities for Single Audit: as defined within OMB Circular A-133 at http://www.whitehouse.gov/omb/circulars/a133/a133.html (or as may be amended by the proposed OMB “Omni” Circular).

2.6.1 General Responsibility, A-133.500(a): The audit shall be conducted in accordance with GAGAS. The audit shall cover the entire operations of the HA. The audit shall incorporate any federally required changes in regulations or procedures throughout the period of the contract.

2.6.2 Financial Statements, A-133.500(b): The auditor shall determine whether the HA’s financial statements are fairly presented in all material respects in conformity with generally accepted accounting principles (GAAP). The auditor shall also determine whether the schedule of expenditure of Federal awards is presented fairly in all material respects in relation to the HA’s financial statements taken as a whole.

2.6.3 Internal Control, A-133.500(c): In addition to the requirements of GAGAS, the auditor shall perform procedures to obtain an understanding of the HA’s internal control systems.

2.6.4 Compliance, A-133.500(d): In addition to the requirements of GAGAS, the auditor shall determine whether the HA has complied with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material impact on each of its major programs.

2.6.5 Audit Follow-up, A-133.315(b): The auditor shall follow-up on prior audit findings; perform procedures to assess the reasonableness of the summary of schedule of prior audit findings prepared by the HA.

2.6.6 Data Collection Form, A-133.320 (b)(3): The auditor shall complete and sign specified sections of the data collection form.

2.6.7 The audit must also conform to rules and regulations as required by the State of Montana Department of Commerce and detailed in the Department of Commerce Standard Audit Contract. A copy of the Standard Audit Contract must be executed in addition to any additional agreement necessary to meet the contract requirements referenced in the preceding paragraph.

2.6.7.1 Submission of final audit to State of Montana by March 31 is preferable but an extension can be requested if absolutely necessary. Submission of all electronic reports to HUD by June 30 is required.
2.6.8 Prepare and agree to all elements of the electronic submission of audited information and financials in accordance with HUD requirements to the Real Estate Assessment Center, no later than 6/30 of each fiscal year.

2.6.9 Assist the HA in writing the Management Discussion & Analysis.

2.6.10 Compare the electronic data in the HUD-REAC database to the hard copy of the audited financial statements, using procedures performed in accordance with standards established by the AICPA.

2.6.11 Audit Reporting, A-133.505: The auditor's report shall include:

   2.6.11.1 An opinion on financial statements and schedule of expenditure of Federal awards;
   2.6.11.2 A report on Internal Control;
   2.6.11.3 Report on compliance;
   2.6.11.4 A schedule of findings and questioned costs.

2.6.12 Audit Working Papers, A-133.515:

   2.6.12.1 Retention of Working Papers: The auditor shall retain working papers for a minimum of 3 years after the date of issuance of the auditor's report to the HA.

   2.6.12.2 Access to Working Papers: 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.

2.6.13 Determine the HA's major programs, A-133.520.

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

2.6.15 Prepare the Audit Engagement Letter in accordance with AICPA standards. This letter will be a formal contract between the auditor and the HA. 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 the HA and the selected auditor. The basic elements of the Audit Engagement Letter shall be:

   2.6.15.1 Names of the parties to the contract.

   2.6.15.2 Audit schedule.
2.6.15.3 Reporting package and its format.

2.6.15.4 Auditor/HA relationship regarding changes in the kind or amount of work required, and access to and ownership of audit products, including:

2.6.15.4.1 At any time the HA 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.

2.6.15.4.2 If the auditor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the HA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the HA.

2.6.15.4.3 Audit Work Papers: The work papers prepared by the auditor during the audit are its own property. These documents shall be retained for a period of at least 3 years after issuance of the Report. Copies of these work papers, if requested by the HA, 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 the HA by the auditor are the exclusive property of the HA and subject to its use and control, according to applicable laws and regulations.

2.6.15.5 The objective of the audit is the expression of an opinion on the financial statements.

2.6.15.6 The Management of the HA is responsible for the HA’s financial statements.

2.6.15.7 Management is responsible for establishing and maintaining effective internal control systems.

2.6.15.8 Management is responsible for identifying and ensuring that the HA complies with applicable laws and regulations.
2.6.15.9 Management is responsible for making all financial records and related information available to the auditor.

2.6.15.10 At the conclusion of the audit, the Management will provide the auditor with a letter that confirms certain representations made during the audit) Management Representation Letter).

2.6.15.11 The auditor is responsible for conducting the audit in accordance with generally accepted auditing standards (GAAS) and/or generally accepted governmental auditing standards (GAGAS).

2.6.15.12 The audit includes obtaining an understanding of the HA'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.

2.6.15.13 Management is responsible for adjusting the financial statements to correct material mis-statements and for affirming to the auditor in the representation letter that the effects of any uncorrected mis-statements aggregated by the auditor are immaterial, both individually and in the aggregate.

2.6.15.14 Arrangements regarding the conduct of the engagement (i.e., timing; client assistance; availability of documents and use of specialists or internal auditors; etc.).

2.6.15.15 Arrangements involving a predecessor auditor, fees, expense reimbursement and payment schedule.

2.6.15.16 Any limitation of or other arrangements regarding the liability of the auditor or the HA.

2.6.15.17 Any other conditions under which third parties may be granted access to the auditor work papers.

2.6.15.18 Provision of services relating to regulatory requirements or other non-audit services.

2.7 The auditor’s responsibilities for LIHTC Audits and Tax filings:

2.7.1 The auditor shall prepare the Audit Engagement Letter in accordance with AICPA standards and Montana State Law.
2.7.2 The Audit shall be conducted in accordance with GAAS.

2.7.3 The Audit and Tax Returns shall conform to each LIHTC partnership’s requirements and timelines.

2.7.4 Audit review shall be conducted on-site at the Missoula Housing Authority offices, 1235 34th St., Missoula, MT 59801

2.7.5 The Auditor must meet all requirements as outlined in Section 2.5 above to the extent they apply to LIHTC requirements.

2.8 The HA’s Responsibilities:

2.8.1 As defined within OMB Circular A-133 (or as may be amended by the proposed OMB “Omni” Circular):

2.8.1.1 Provide Federal program-related information: Federal awards received and expended including the CFDA title and number; award number and year; name of the Federal agency; and the name of the pass-through entity; per A-133.300(a).

2.8.1.2 Maintain internal control over Federal program that provides reasonable assurance that the HA is managing Federal awards in compliance with laws, regulations and the provisions of contracts or grant agreements that could have a material effect on each of its Federal programs; per A-133.300(b).

2.8.1.3 Comply with laws, regulations, and the provisions of contracts or grant agreements related to each of its Federal programs; per A-133.300(c).

2.8.1.4 Prepare the appropriate financial statements, including the schedule of expenditure of Federal awards in accordance with A-133.310; per A-133.300(d).

2.8.1.5 Ensure that the required audits were properly performed and submitted timely; per A-133.300(e).

2.8.1.6 Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with OMB Circular A-133.315(b) & (c), [A-133.300(f)].

2.8.1.7 Submit the reporting package to OMB-designated Federal Clearinghouse and to is Cognizant Agency, including the Data Collection Form, (A-133.320).

2.8.2 Per 24 CFR Part 85.20:
2.8.2.1 Financial Reporting: Disclose accurate, current and complete financial results of HUD assisted Programs.

2.8.2.2 Accounting Records: Identify the source and application of funds provided for HUD assisted activities.

2.8.2.3 Internal Controls: Maintain effective controls and accountability for all assets, including accounting controls and management activities.

2.8.2.4 Budget Controls: Prepare separate budget for each HUD-assisted program, based on HUD prescribed categories, and assure that expenditures do not exceed the approved budget.

2.8.2.5 Allowable Cost: Ensure that funds are expended in accordance with program requirements, based on OMB Circular A-87 or as amended.

2.8.2.6 Source Documentation: Main source documents and files that support the financial transactions recorded in the books, providing an adequate audit trail.

2.8.3 Per Statement on Auditing Standards No. 85:

2.8.3.1 Prepare Management Representation Letter. This is the HA's written representations on financial statements under examination by the auditor. In accordance with generally accepted auditing standards (GAAS), the auditor requests this document from the HA prior to the conclusion of the audit.

2.8.3 Per 24 CFR 902.33:

2.8.4.1 Electronically submit the audited financial data to HUD's Real Estate Assessment Center (REAC) within 9 months after its fiscal year-end date.

2.9 Current Contractor: The HA’s current contractors for these services are Rector, Reeder & Lofton, PC, of Loganville, GA (A-133 Single Audit) and B2A CPAs, Bountiful, Utah (LIHTC Audits and Tax Filings.)

3.0 PROPOSAL FORMAT:

3.1 Tabbed Proposal Submittal: The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). So that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. 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.
none of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum. All proposals shall take into account any changes that may be necessary due to the proposed OMB “Omni” Circular.

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Tab No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1.1</td>
<td>1</td>
<td>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.</td>
</tr>
<tr>
<td>3.1.2</td>
<td>2</td>
<td>Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment B 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.</td>
</tr>
<tr>
<td>3.1.3</td>
<td>3</td>
<td>Proposed Services: As more fully detailed within Section 2.0, Scope of Proposal/Technical Specifications, of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:</td>
</tr>
<tr>
<td>3.1.3.1</td>
<td></td>
<td>As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s Demonstrated Understanding of the HA’s Requirements.</td>
</tr>
<tr>
<td>3.1.3.2</td>
<td></td>
<td>As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer’s proposed Work Plan to provide the required services.</td>
</tr>
<tr>
<td>3.1.3.3</td>
<td></td>
<td>As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).</td>
</tr>
<tr>
<td>3.1.3.4</td>
<td></td>
<td>As detailed within Section 4.1, 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.</td>
</tr>
<tr>
<td>3.1.3.6</td>
<td></td>
<td>If the firm had a Quality Assurance audit done by the PIH/REAC QASS division? If so, submit a copy.</td>
</tr>
<tr>
<td>3.1.3.7</td>
<td></td>
<td>If appropriate, how staff are retained, screened, trained and monitored;</td>
</tr>
<tr>
<td>3.1.3.8</td>
<td></td>
<td>The proposed quality control program;</td>
</tr>
<tr>
<td>3.1.3.9</td>
<td></td>
<td>An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);</td>
</tr>
<tr>
<td>3.1.3.10</td>
<td></td>
<td>A complete description of the products and services the firms provides.</td>
</tr>
<tr>
<td>3.1.4</td>
<td>4</td>
<td>Managerial Capacity/Financial Viability: The proposer entity</td>
</tr>
</tbody>
</table>
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 B, 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.

| 3.1.5 | 5 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:
| 3.1.5.1 | The client’s name;
| 3.1.5.2 | The client’s contact name;
| 3.1.5.3 | The client’s telephone number;
| 3.1.5.4 | A brief description and scope of the service(s) and the dates the services were provided;

3.1.6 | 6 Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.

3.1.7 | 7 Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify whether or not 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.

3.1.8 | 8 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.

3.1.9 | 9 Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.10 | 10 Fixed fee proposals as described in Section 3.2 below.

3.1.10 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." **DO NOT** eliminate any of the tabs.

3.1.11 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. “comb-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.
3.2 Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by the HA as Tab 10 of the submittal. Each proposer must include a firm fixed fee as noted in the table below for audit services. Each proposer shall also enter a lump sum amount for “expenses.” The ensuing total sum will be the firm fixed fee for the proposed work for each fiscal year (FY). You must enter a proposed fee for each item--a “No Proposal” will not be allowed for any item. Please note that the proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; travel expense; etc.

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Item No.</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.1</td>
<td>1</td>
<td>Each</td>
<td>Firm-fixed Fee, Annual A-133 Single Audit Pertaining to FY2020 and Firm-fixed Fee for each LIHTC Audit with accompanying Tax Filings, and Firm-fixed fee for each miscellaneous Tax Filing. NOTE: Firm-fixed Fee for Close-Out Audit of Public Housing Program after conversion is to be included. It is unknown whether this Close-Out Audit will be performed in FY2020 or FY2021, but it is anticipated in FY2020.</td>
</tr>
<tr>
<td>3.2.2</td>
<td>2</td>
<td>Each</td>
<td>Firm-fixed Fee, Annual A-133 Single Audit Pertaining to FY2021 and Firm-fixed Fee for each LIHTC Audit with accompanying Tax Filing, and Firm-fixed fee for each miscellaneous Tax Filing.</td>
</tr>
<tr>
<td>3.2.3</td>
<td>3</td>
<td>Each</td>
<td>Firm-fixed Fee, Annual A-133 Single Audit Pertaining to FY2020 and Firm-fixed Fee for each LIHTC Audit with accompanying Tax Filing, and Firm-fixed fee for each miscellaneous Tax Filing.</td>
</tr>
<tr>
<td>3.2.4</td>
<td>4</td>
<td>Each</td>
<td>Firm-fixed Fee, Annual A-133 Single Audit Pertaining to FY2020 and Firm-fixed Fee for each LIHTC Audit with accompanying Tax Filing, and Firm-fixed fee for each miscellaneous Tax Filing.</td>
</tr>
<tr>
<td>3.2.5</td>
<td>5</td>
<td>Each</td>
<td>Firm-fixed Fee, Annual A-133 Single Audit Pertaining to FY2020 and Firm-fixed Fee for each LIHTC Audit with accompanying Tax Filing, and Firm-fixed fee for each miscellaneous Tax Filing.</td>
</tr>
</tbody>
</table>

3.3 Quantities: All quantities entered by the HA herein are for calculating purposes only. As may be further detailed herein, the HA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HA 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, meaning for as many FY’s that the HA requires during the ensuing contract period(s).
3.4 Escalation: Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods other than those entered as a firm-fixed fee for each FY.

3.5 Proposal Submission: All proposals must be submitted and time-stamped received in the designated HA 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 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Missoula Housing Authority
Attention: Debbie Hibbitts
Finance Director
1235 34th Street
Missoula, MT 59801

The package exterior must clearly denote the above noted RFP number 2020-A01 and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

3.5.1 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 HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. Each prospective proposer is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.5.2 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 HA, including the RFP document, the documents listed within the following Section 3.8, 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 HA requirements contained within the documents may cause that proposer to not be considered for award.
3.6 Proposer’s Responsibilities--Contact With the HA: 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 inquiry or communicate with any other HA 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 HA to not consider a proposal submittal received from any proposer who may have not abided by this directive.

3.6.1 Addendums: 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 HA 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.

3.7 Pre-proposal Conference: No pre-proposal conference is scheduled for this RFP. Procedures for questions and responses are detailed in #3.6 above.

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

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Attachment</th>
<th>Attachment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8.1</td>
<td>A</td>
<td>Form of Proposal</td>
</tr>
<tr>
<td>3.8.2</td>
<td>B</td>
<td>Profile of Firm Form</td>
</tr>
<tr>
<td>3.8.3</td>
<td>C</td>
<td>Section 3 Forms, including explanation</td>
</tr>
<tr>
<td>3.8.4</td>
<td>D</td>
<td>Form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction</td>
</tr>
<tr>
<td>3.8.5</td>
<td>E</td>
<td>HA Instructions To Proposers &amp; Contractors</td>
</tr>
<tr>
<td>3.8.6</td>
<td>F</td>
<td>HA Sample Contract for Services and Sample Required State of Montana Contract Form (please note that the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels it is in its best interests to do so)</td>
</tr>
<tr>
<td>3.8.6.1</td>
<td>F-2</td>
<td>Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</td>
</tr>
<tr>
<td>3.8.7</td>
<td>G</td>
<td>Audit Report FY2019</td>
</tr>
</tbody>
</table>
4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 8]

<table>
<thead>
<tr>
<th>NO.</th>
<th>MAX POINT VALUE</th>
<th>FACTOR TYPE</th>
<th>FACTOR DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20 points</td>
<td>Objective</td>
<td>The PROPOSED COSTS the proposer proposes to charge the HA to complete the required work.</td>
</tr>
<tr>
<td>2</td>
<td>15 points</td>
<td>Subjective (Technical)</td>
<td>The proposer’s DEMONSTRATED UNDERSTANDING of the REQUIREMENTS;</td>
</tr>
<tr>
<td>3</td>
<td>20 points</td>
<td>Subjective (Technical)</td>
<td>The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN.</td>
</tr>
<tr>
<td>4</td>
<td>20 points</td>
<td>Subjective (Technical)</td>
<td>The proposer’s TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).</td>
</tr>
<tr>
<td>5</td>
<td>20 points</td>
<td>Subjective (Technical)</td>
<td>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.</td>
</tr>
<tr>
<td>6</td>
<td>5 points</td>
<td>Subjective (Technical)</td>
<td>The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED, based upon the opinion of the evaluators.</td>
</tr>
</tbody>
</table>

Total Possible Points: 100 points

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

[Table No. 8a]

<table>
<thead>
<tr>
<th>NO.</th>
<th>MAX POINT VALUE</th>
<th>FACTOR TYPE</th>
<th>FACTOR DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td></td>
<td>Objective</td>
<td>SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment C (NOTE: A max of 5 points awarded).</td>
</tr>
<tr>
<td>7a</td>
<td>1 point</td>
<td>Priority I:</td>
<td>As detailed on page 5 of Attachment D.</td>
</tr>
<tr>
<td>7b</td>
<td>1 point</td>
<td>Priority II:</td>
<td>As detailed on page 5 of Attachment D.</td>
</tr>
<tr>
<td>7c</td>
<td>1 point</td>
<td>Priority III:</td>
<td>As detailed on page 5 of Attachment D.</td>
</tr>
<tr>
<td>7d</td>
<td>1 point</td>
<td>Priority IV:</td>
<td>As detailed on page 5 of Attachment D.</td>
</tr>
<tr>
<td>7e</td>
<td>1 point</td>
<td>Priority V/VI:</td>
<td>As detailed on page 5 of Attachment D.</td>
</tr>
<tr>
<td>5 points</td>
<td></td>
<td>Maximum Preference Points (Additional)</td>
<td></td>
</tr>
</tbody>
</table>
4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive (the HA will notify such firms in writing of any such rejection).

4.2.2 Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

4.2.2.1 Instructions to Evaluators;
4.2.2.2 Proposal Tabulation Form;
4.2.2.3 Written Narrative Justification Form for each proposer;
4.2.2.4 Recap of each proposer’s responsiveness;
4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee: The HA 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 3.6 of this document, the designated CO is the only person at the HA 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.

4.2.4 Potential "Competitive Range" or “Best and Finals” Negotiations: The HA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HA in a timely manner as possible, but in any case within no longer than 10 days after
the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.5 Determination of Top-ranked Proposer: Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the HA’s option, be conducted prior to or after the BOC approval.

4.2.5.1 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

4.2.5.2 Ties: In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2.6 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:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 The cost or financial offers received from each proposer;

4.2.7.4 Each proposer’s right to a debriefing and to protest.

4.2.7 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 the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

5.0 CONTRACT AWARD:

5.1 Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy
or electronic form,” including the contract clauses already attached as Attachment F, F-1 and F-2. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

5.2.1 **Contract Form:** The HA may execute a contract on the successful proposer's form provided that all provisions included in the Sample Contracts (Attachments F, F-1 and F-2) are included. The proposer may use two different contract forms, one for the A-133 Single Audit which must include all required HUD-specific requirements and forms, and one for each LIHTC Audits and related Tax Filings. A sample form of contract for the A-133 Single Audit is included in the attachments. Form of contract is subject to review and approval by the HA and its attorney. Review carefully the provisions in the sample contract and notify the HA in writing, in advance of submitting a proposal if proposer is not willing to abide by any of the provisions included. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.1.2 The State of Montana required contract form cannot be amended.

5.2.2 **Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

5.2.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

5.3 **Contract Period:** The HA anticipates that it will initially award a contract for services pertaining to FY2020 only. The HA shall retain the right to renew this contract, at the HA’s option, for the five additional FY’s identified within Section 3.2 herein.
5.4 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 A certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount;

5.4.2 A certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA 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 deductible of not greater than $1,000;

5.4.3 A 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 $5,000,000), with a deductible of not greater than $1,000;

5.4.4 A certificate showing the proposer’s automobile insurance coverage in a combined single limit of $1,000,000. 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 $50,000/$100,000 and medical pay of $5,000.

5.4.5 Evidence of license as a Certified Public Accountant, or a licensed or registered public accountant licensed on or before December 31, 1970 by a regulatory authority of a state or other political subdivision of the United States and meeting any legal requirements concerning the registration in the HA’s jurisdiction (City of Missoula plus 10 miles). In addition those public accountants licensed after December 31, 1970 but prior to December 31, 1975 will be eligible to continue to perform Public Housing Agency audits.

5.4.6 If applicable, a copy of the proposer’s license issued by the State of Montana licensing authority allowing the proposer to provide the services detailed herein.

5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

5.5 **Right To Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also
retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

5.6 **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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