



**REQUEST FOR PROPOSAL  
FOR  
FORENSIC FINANCIAL AUDIT SERVICES**

---

RFP: FY2017-FA-001

August 21, 2017

E. LESLEIGH VARNER, INTERIM CHIEF EXECUTIVE OFFICER

# TABLE OF CONTENTS

1.0	INTRODUCTION .....	1
1.1.	AGENCY BACKGROUND.....	1
1.2.	SOLICITATION .....	1
1.3.	PROCUREMENT AUTHORITY.....	2
1.4.	REQUIRED QUALIFICATIONS.....	2
2.0	SCOPE OF SERVICES.....	2
2.1.	SERVICES REUIRED OF FORENSIC AUDITORS.....	2
2.2.	REPORTING AND COMMUNICATION .....	4
2.3.	SPECIFIC DELIVERABLES TO PBCHA/SPECTRA.....	4
2.4.	PBCHA/SPECTRA'S RESPONSIBILITIES.....	5
2.5.	BASIS FOR COMPENSATION.....	5
2.6.	COORDINATION WITH PBCHA/SPECTRA CHIEF FINANCIAL OFFICER.....	6
2.7.	REGULAR MEETINGS.....	6
3.0	PROPOSAL SUBMISSION INSTRUCTIONS .....	6
3.1.	SUBMISSION OF PROPOSAL .....	6
3.2.	TIME TABLE.....	7
3.3.	CONFIDENTIALITY .....	7
3.4.	CONE OF SILENCE.....	8
3.5.	INTERPRETATIONS AND QUESTIONS.....	8
3.6.	PREPARATION OF PROPOSAL .....	8
3.7.	EXECUTION OF PROPOSAL.....	8
4.0	EQUAL OPPORTUNITY REQUIREMENTS.....	9
4.1.	SUBCONTRACTING WITH MBD,WBE AND SDB COMPANIES.....	9
4.2.	COMPLIANCE WITH SECTION 3 OF THE U.S. HOUSING ACT .....	9
5.0	INSURANCE REQUIREMENTS.....	10
5.1.	REQUIRED COVERAGE .....	10
5.2.	PROOF OF INSURANCE.....	10
6.0	PROPOSAL REVIEW .....	10
6.1.	PROPOSAL REVIEW STANDARDS .....	10
6.2.	REQUEST FOR ADDITIONAL INFORMATION.....	11
7.0	CONTRACT AWARD.....	11
7.1.	FORM OF AWARD.....	11
7.2.	CANCELLATION.....	12
7.3.	FORM OF CONTRACT.....	12
7.4.	BASIS OF CONTRACT AWARD.....	12
7.5.	REJECTION OF MATERIALLY UNBALANCED PROPOSALS.....	13
7.6.	TIME AND ORDER OF WORK.....	13
8.0	COMPENSATION.....	13
8.1.	FEES/COSTS.....	13
8.2.	REIMBURSABLE EXPENSES.....	14
9.0	SUBMISSION REQUIREMENTS .....	14
9.1.	STRUCTURE OF PROPOSAL.....	14
9.2.	CONTENT OF PROPOSAL.....	14

# TABLE OF CONTENTS

10.0	EVALUATION FACTORS.....	15
10.1.	QUALIFICATIONS.....	15
10.2.	EXPERIENCE .....	15
10.3.	CAPACITY. ....	15
10.4.	RESPONSIVENESS OF PROPOSAL. ....	15
10.5.	PRICE REASONABLENESS. ....	15
11.0	SELECTION PROCESS AND EVALUATION CRITERIA .....	16
11.1	GENERAL .....	16
11.2.	ORAL PRESENTATION .....	16
11.3.	NEGOTIATIONS .....	17
11.4.	BEST AND FINAL OFFER .....	17
11.5.	SELECTION CRITERIA.....	18
	ATTACHMENTS.....	19

**PALM BEACH COUNTY HOUSING AUTHORITY  
REQUEST FOR PROPOSAL  
FOR  
FORENSIC FINANCIAL AUDIT  
RFP No.: FY2017-FA-001**

---

---

**1.0 INTRODUCTION**

**1.1 AGENCY BACKGROUND**

The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a 5-member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”), PBCHA owns and operates 491 public housing dwelling units, (located in its 5 multi-family communities), 51 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2,900 Section 8 Vouchers under the Housing Choice Voucher Program and owns 148 affordable (non-federally assisted) housing units.

SPECTRA Organization is an instrumentality of PBCHA.

**1.2 SOLICITATION**

PBCHA/SPECTRA are requesting proposals from qualified firms of certified public accountants to perform a forensic audits of financial records for FY 2014-2015 and FY 2015-2016, with the option of auditing financial statements for the first three quarters of FY 2016 - 2017. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) *Standards for Audit of Governmental Organizations, Programs, Activities, and Functions*, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133 and Governmental Accounting Standards Board (GASB) Pronouncements.

There is no expressed or implied obligation of PBCHA/SPECTRA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, PBCHA/SPECTRA reserve the right, where it may serve its best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of PBCHA/SPECTRA, oral presentations by the soliciting firms may be included as part of the evaluation process.

PBCHA/SPECTRA reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between PBCHA/SPECTRA and the selected firm.

### **1.3 PROCUREMENT AUTHORITY**

All matters and issues related to this RFP, and any contract resulting from this RFP shall be governed by the regulations included in **24 C.F.R. § 85.36**; and the procurement principles set forth in the HUD Handbook on Procurement for Public Housing Agencies, **Handbook 7460.8, REV-2**; applicable Federal, State and Local laws and the **Statement on Procurement Policy** for The Palm Beach County Housing Authority.

### **1.4 REQUIRED QUALIFICATIONS**

The selected Auditing firm must provide Certified Public Accountants (CPA), who are also Certified in Financial Forensics (CFF), and have specific experience in auditing governmental entities and public housing authorities.

PBCHA /SPECTRA intend to engage the services of a Forensic Auditing Firm for the successful completion of the following:

## **2.0 SCOPE OF SERVICES**

### **2.1 Services required of Forensic Auditors**

The Forensic Auditors (“Auditors”) will perform an investigative accounting review of the financial records of Palm Beach County Housing Authority (“PBCHA”) for the FY 2015 – 2016, FY 2014 – 2015 and the first three (3) quarters of 2017 on all financial transactions - including, but not limited to, deposits, payments, financial statements, balance sheets, income statements and cash flow statements using auditing, quantitative methods and related skills to determine:

Whether the combined financial statements of PBCHA present fairly, in all material respects, the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP);

Whether the Housing Authority has complied with laws and regulations that may have a material effect upon the financial statements; and

Whether fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities occurred.

The Forensic Auditors (“Auditors”) will perform an investigative accounting review of the financial records of SPECTRA Organization for the FY 2015-2016 and FY 2014 – 2015 on all financial transactions - including, but not limited to, deposits, payments, financial statements, balance sheets, income statements and cash flow statements using auditing, quantitative methods and related skills to determine:

Whether the combined financial statements of the SPECTRA Organization present fairly, in all material respects, the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP);

Whether Spectra has complied with laws and regulations that may have a material effect upon the financial statements; and

Whether fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities occurred.

The auditors will analyze, interpret and summarize PBCHA and SPECTRA's internal accounting controls and accounting procedures, compile financial evidence, develop computer applications to manage the information collected and communicate their findings, with recommendations, in the form of reports and/ or presentations to the Chief Financial Officer, Interim Chief Executive Officer and the Board of Commissioners of PBCHA and The SPECTRA Board. The examination and reports must be in accordance with generally accepted government auditing standards.

In the required reports on internal controls, the forensic auditing team must communicate any reportable conditions found during the audit. Non-reportable conditions discovered by auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The team must identify if fraud has been committed, how long it has been going on, the parties involved, quantify the financial loss, and provide fraud prevention methods.

The forensic auditing team must report any significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The forensic reporting team must also identify and report all material weaknesses.

Forensic auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Vice-Chairman of the Board of Commissioners, Interim Chief Executive Director, and the Chief Financial Officer.

## **2.2 Reporting and Communication:**

The Chief Financial Officer or designee will be responsible for coordinating the audit process internally. The auditors will meet periodically during the fieldwork process with the Vice-Chairman of the Board of Commissioners and the Chief Financial Officer or designee to discuss preliminary audit findings and management recommendations.

Prior to issuing their final reports, the auditors will meet with the Vice-Chairman of the Board of Commissioners, Interim Chief Executive Director, Chief Financial Officer, and his/her designees. All audit reports are presented to the Board of Commissioners of PBCHA and SPECTRA Board.

Preparation and Printing of the Audited Financial Statements will be the sole responsibility of the Auditor.

## **2.3 Specific Deliverables to PBCHA/SPECTRA**

1. A Report on the combined financial statements of the PBCHA fair representation, in all material respects, of the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP).
2. A Report on the combined financial statements of SPECTRA fair representation, in all material respects, of the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP).
3. A Report on Compliance of PBCHA with applicable laws and Regulations

4. A Report on Compliance of SPECTRA with applicable laws and Regulations
5. A Report of any finding of fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities within PBCHA.
6. A Report of any finding of fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities within SPECTRA.
7. Review of the Authority's Section 8 Management Assessment Program (SEMAP) in conformity with HUD rules and regulations.
8. Schedule of Expenditures of Federal Awards and Single Audit opinion.
9. Financial Data Schedule as required by HUD-REAC.
10. The auditors will also format, publish, and produce a photo ready copy of the following documents: Ten copies of Basic Financial Statements and Supplemental Information for each of the fiscal years audited.

#### **2.4 PBCHA/SPECTRA'S Responsibilities**

PBCHA/SPECTRA staff will prepare the final trial balances of all funds administered by PBCHA/SPECTRA.

PBCHA/SPECTRA staff will produce the confirmation letters that are mailed by the auditors.

PBCHA/SPECTRA staff will be available to assist the auditors in locating records or preparing audit schedules. All requests will first be directed to the Chief Financial Officer or his/her designee.

PBCHA/SPECTRA will provide the auditor with reasonable workspace, desks, and chairs. The auditors will also be furnished access to telephones, facsimile machines, and photocopying machines.

#### **2.5 Basis for Compensation**

PBCHA/SPECTRA will pay the auditors for those services described in 2.1. to 2.3, according to the not-to-exceed amount contained within the agreement. For additional services required after the inception of the agreement, written approval by PBCHA/SPECTRA is required in advance of such services being rendered, for which a fee will be paid based on the auditor's quoted hourly rates.



The auditors may submit itemized bills for their services at the end of each calendar month period in which accumulated unbilled charges exceed \$1,000.00. PBCHA/SPECTRA will promptly review and act upon these bills.

The Chief Financial Officer & Interim Executive Director shall receive all final opinions and reports for PBCHA/SPECTRA financial statements for each fiscal year audited within 3 months of contract execution, barring any unforeseen PBCHA delays. Such final reports if delayed by the selected firm will result in a 1% reduction in fees for every day beyond the applicable deadline. Final reports for grant and Agency programs shall be completed in time to meet required submission dates.

A 10% holdback of the total compensation will be maintained by the agency until the audited financial report is delivered to PBCHA/SPECTRA.

## **2.6 Coordination with PBCHA /SPECTRA Chief Financial Officer**

All Forensic Accounting Services shall be performed and coordinated through the PBCH/SPECTRA Chief Financial Officer. The selected Audit Firm shall perform all requested services in cooperation, consultation, and coordination with the PBCHA/SPECTRA Chief Financial Officer.

## **2.7 Regular Meetings**

The selected Audit Firm shall be responsible for attending, coordinating, and/or facilitating regular meetings with designated PBCHA/SPECTRA staff, Board of Commissioner meetings, and other civic or community meetings as necessary.

## **3.0 PROPOSAL SUBMISSION INSTRUCTIONS**

### **3.1 Submission of Proposal**

The Responder must submit a proposal in response to this RFP in accordance with the instructions and terms hereunder. By submission of a proposal, the Responder agrees to be bound by the terms and conditions of this RFP.

PBCHA/SPECTRA will accept proposal(s) in accordance with the **Timetable** provided in **3.2** below. It is the Responder's responsibility to ensure that the proposal is delivered by the designated time and date. Proposal(s), which for any reason are not delivered within the deadline, will not be considered and will be returned unopened to the Responder.

An original and five (5) copies of typewritten proposal(s), including all required attachments, certifications and other pertinent information, must be executed and submitted in a sealed envelope or box. The face of the envelope (or box) must contain, in addition to the address below, the RFP **number** (e.g. FY2017—FA-001), and the **proposal description**. Offers by email, or facsimile, and handwritten proposals will not be accepted by PBCHA. Mail or Hand Deliver proposals to:

**Tad Fuller, Chief Financial Officer**  
**Palm Beach County Housing Authority**  
**3432 West 45th Street**  
**West Palm Beach, FL 33407**  
[tfuller@pbchaf.org](mailto:tfuller@pbchaf.org)

**3.2 Time Table**

The submission of proposal(s) in response to this RFP will be evaluated in accordance with the schedule below.

Scheduled Procedures	Date	Time
RFP Date of Issue	August 21, 2017	8:30 a.m.
Deadline for Receipt of Questions	August 25, 2017	4:00 p.m.
Deadline for Proposal Submissions	August 30, 2017	4:00 p.m.
Announce Award to Successful Responder	September 5, 2017	-----

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

**3.3 Confidentiality**

There will be **no public opening of proposals**. All proposals and information concerning same shall remain confidential until all negotiations are completed and the Notice of Award(s) is issued. Responders are hereby notified that all proposals received by PBCHA shall be included as part of the official contract file. Therefore, any part of the proposal that is not considered, confidential, privileged or proprietary under any applicable Federal, State or Local law shall be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State, and Local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

### **3.4 Cone of Silence**

The term “cone-of-silence” means a prohibition on any and all non-written communication regarding this RFP between any Responder, Responder’s team members, and any PBCHA Commissioner, officer, employee, consultant, or contractor. The “cone-of-silence” is in effect as of the submittal deadline(s). This provision does not apply to oral communications at public meetings, the pre-submission conference, or oral presentations made to the Selection Panel. The “cone-of-silence” will terminate at the time PBCHA awards a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

### **3.5 Interpretations and Questions**

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the address noted in Section 3.1 above and in accordance with the Time Table in Section 3.2. Inquiries must reference the RFP number and the date for receipt of proposals. No interpretations shall be considered binding unless provided in writing by PBCHA.

### **3.6 Preparation of Proposal**

Responders are expected to examine the Scope of Services and all instructions prior to preparing the proposal. Failure to do so will be at the Responder’s risk. All costs relating to the submission of the proposal, incurred directly or indirectly by the Responder, including, travel, preparation, submission and miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Responder and shall be borne by the Responder. Responders should make provisions for any and all costs and expenses related to the performance of the Contract in their price proposal, and should identify all such costs and expenses in the itemized breakdown of costs.

### **3.7 Execution of Proposal**

The original proposal and five (5) duplicates must each contain a manual original signature of an authorized representative of the Responder. The authorized representative of the Responder must initial all corrections made on the proposal. The company name must appear on the cover sheet. The proposal must include all documents, materials, and information required herein.

## **4.0 EQUAL OPPORTUNITY REQUIREMENTS**

### **4.1 Subcontracting with MBE, WBE, and SDB Companies.**

It is PBCHA's policy to ensure that Minority Business Enterprises (MBEs), Women-owned Businesses (WBEs) and Small Disadvantaged Businesses (SDB)'s is provided maximum opportunity to participate in all professional service contracts administered by PBCHA. Therefore, in connection with the performance of services under the proposed Contract, all Responders shall agree to comply with any applicable PBCHA policies concerning Minority Business Enterprises (MBE); Women-owned Businesses (WBE); and/or Small Disadvantaged Businesses (SDB), as such policies may be adopted, amended, and/or implemented. PBCHA has not established a minimum threshold for participation; however, PBCHA strongly encourages and affirmatively promotes Equal Opportunity in all PBCHA professional services contracts.

All MBEs to be utilized for PBCHA contracts must be certified as a MBE or WBE by any Federal, State, or local jurisdiction in order for their participation to be acknowledged. All certifications must be current. Provide the names, addresses, telephone numbers, and MBE/WBE certifications of all MBEs and WBEs who will be performing work on this project. Provide a description of the work to be performed by each firm and the proposed percentage of the total contract dollar amount that will be awarded to each firm.

### **4.2 Compliance with Section 3 of the U.S. Housing Act**

The successful Responder shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135, and all applicable rules, directives and orders issued by HUD thereunder.

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low – and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

Each Respondent must provide its policy statement on these matters, as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures, as well as similar activities associated with low and very-low income persons, notably those living in public housing.

## **5.0 INSURANCE REQUIREMENTS**

### **5.1 Required Coverage**

The proposal package must include evidence of the Responder's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; and if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance coverage. Such insurance shall be procured from a company licensed to do business in the State of Florida and placed with a carrier possessing an A.M. Best's Rating of B+VI or better, and maintained for the entire duration of the proposed contract.

### **5.2 Proof of Insurance upon Notice of Award**

Within ten (10) days of the date of the Notice of Award, the successful Responder shall furnish to PBCHA a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required insurance is maintained and will be in effect for the entire duration of the Contract.

PBCHA may, at its sole discretion, immediately cancel the contract award without prior notice to a successful Responder upon any failure to submit timely any or all the required Certificates of Insurance all other documents required under the proposed Contract. In such case, all existing agreements between PBCHA and the successful Responder shall immediately become null and void upon such cancellation.

## **6.0 PROPOSAL STRUCTURE AND RANKING CRITERIA**

### **6.1 Proposal Review Standards**

PBCHA shall award contracts only to "Responsive Responders" who have the ability to perform successfully under the terms and conditions of a professional Services Contract. Therefore, during the initial evaluation of proposal, PBCHA shall assess the responder's responsiveness prior to being advanced to the next stage for further consideration by the Selection Panel. PBCHA's determination of a Responder's responsiveness shall include, but not be limited to consideration of the following:

- Proposal Submitted On-Time
- Submission Complete in Accordance with Instructions
- Appropriate Qualifications (Certified Public Accountants, Certified Financial Forensics)
- Eligibility for Award of a Federally-Assisted Contract
- Reputation (In Good Standing and Good References)

## 6.2 Requests for Additional Information

In assessing the Responder's responsiveness, PBCHA may request the Responder being considered for award to submit additional information, letters, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Responder to provide such additional information within the time requested by OBCHA may render the Responder ineligible for further consideration.

## 7.0 CONTRACT AWARD

### 7.1 Form of Award

Submission of a proposal constitutes acceptance of the terms and conditions of this RFP. Further, the Responder agrees, if it is issued a written Notice of Award as the successful Responder, to be bound by a contract whose provisions shall be substantially the same as:

- a) The terms and conditions of the RFP, inclusive of the Attachments, and the terms and conditions of the proposal acceptable to PBCHA. Acceptance of the Responder's proposal to perform the services specified in this RFP will be made by written **Notice of Award** from PBCHA to the successful Responder. Failure of the successful Responder, upon issuance of the Notice of Award, to execute a written contract shall constitute an actionable breach of contract.
- b) Responders are not entitled to rely on any representations made by any employee, member, officer, or representative of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA. Responders are advised that the contract documents may include all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature.
- c) The Notice of Award may be effective for up to one (1) year from the date of issuance unless canceled by PBCHA without liability in its sole discretion or superseded by execution of a written contract by and between the successful Responder and PBCHA in accordance with the terms and provisions of this RFP. The Contractor shall perform its services as outlined in the Scope of Services in a prompt and timely manner and shall commence performance upon receipt of a written Notice-To-Proceed from PBCHA.
- d) The Notice-to-Proceed shall set forth the precise date of commencement of the work. The Contractor shall make its non-exclusive services available during the entire contract period.

## **7.2 Cancellation**

Irrespective of any default hereunder, PBCHA may also at any time at its discretion cancel the contract in whole or in part, delete any scheduled item and/or reduce/increase the quantity of any scheduled item as deemed necessary by PBCHA. In such event the contractor shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as allowed for in the contract.

## **7.3 Form of Contract**

The contracts to be awarded under this RFP shall be for the Forensic Financial Audit Services required by PBCHA. All work under the proposed Contract shall be included in a Forensic Financial Audit Services Contract issued by PBCHA and signed by both parties.

## **7.4 Basis of Contract Award**

Following the evaluation of proposals, PBCHA shall award a contract to the responsible Responder whose proposal will be most advantageous to PBCHA, considering price, remuneration and any other factors specified in this RFP.

Subject to the availability of funds, PBCHA may negotiate a contract with the successful Responder(s). Any contract awarded pursuant to this RFP shall be made to the responsible Responder(s) whose proposal is determined to be the most advantageous to PBCHA, price and technical factors considered. Award will not necessarily be made to the Responder(s) submitting the lowest price.

PBCHA does not guarantee (a) any minimum amount of a contract awarded hereunder; nor (b) the extent, quantity or portion of any services to be performed or items to be provided pursuant to an award to any one or all the successful Responder(s). Further, PBCHA may: (c) reject any and all proposals received; (d) accept other than the lowest priced proposal; (e) waive any minor irregularities or technicalities in proposals received; (f) make a single award or multiple awards under this RFP for the performance of any, all or any combination of the items delineated under the Scope of Services; (g) accept any item or combination of items proposed unless precluded elsewhere in the solicitation; (h) amend this solicitation as permitted by applicable law; or (i) cancel this solicitation in its entirety or any portion thereof.

## **7.5 Rejection of Materially Unbalanced Proposals**

PBCHA may reject any proposal as unacceptable if it is materially unbalanced as to the fees and costs for the various items of work to be performed. A proposal is materially unbalanced when it is based on fees and costs significantly more or less than the industry standard.

## **7.6 Time and Order of Work**

The successful Responder shall be readily available and capable of immediately assuming all duties involved in the representation of PBCHA upon award and shall be capable of meeting any and all deadlines. PBCHA shall issue a Notice to Proceed to the selected Responder before work may commence.

## **8.0 COMPENSATION**

The compensation shall be in accordance with the following provisions, as well as those additional terms set forth under the prospective Contract:

### **8.1 Fees/Costs**

Respondents shall complete the Fee Proposal forms included in this solicitation (Attachment I) indicating its proposed fees for the initial term and the optional renewal periods. The fees proposed for the initial term shall be valid for ninety (90) days from the date quotes are due. The fees for the option terms shall be fixed during each option term(s) and are not subject to change after execution of a contract.

In the Fee Proposal, the hourly rate must be “fully loaded” (i.e. inclusive of all clerical support, reports, and materials supplied that are necessary for performing services under this RFP). These rates shall include any overhead and/or profit. PBCHA, at its sole option, may require Respondents to provide a breakdown of overhead and/or profit by title. If there are reimbursable costs associated with providing the Services under this RFP, they are to be identified.

The award of a contract under this RFP will not be based solely on the fee. The Fee Proposal will be used to determine if a Respondent, otherwise deemed to be qualified, is considered to be within the competitive range for the Services to be provided.



## **8.2 Dispute Procedures**

Any prospective or actual Responder may protest this solicitation or the contract award based on this solicitation only for a serious violation of the standards of PBCHA Procurement Policy and operating procedures provided in the “Statement of Procurement Policy for The Palm Beach County Housing Authority,” and its implementing procedures, or violation of applicable Federal or State law.

## **9.0 SUBMISSION REQUIREMENTS**

### **9.1 Structure of Proposal**

In order to facilitate the evaluation of the proposal, PBCHA recommends that the proposal be organized in accordance with the factors delineated hereunder for which a proposal is submitted. The Responder shall specify each project followed by the response thereto. Each completed proposal must fit into one (1) binder. In case of Responders organized as joint ventures, all information applicable to the joint venture, including a copy of the official documents establishing the joint venture must be submitted.

### **9.2 Content of Proposal**

The Responder must include in the proposal packet: (a) the executed original and five (5) copies of the proposal and designated forms attached to this RFP; (b) the required number of copies of all letters of intent between the Responder and Minority Business Enterprises (MBE) and Woman-owned businesses (WBE) subcontractors; (c) the required number of copies of applicable accreditation records, licenses and/or permits; (d) three (3) references with the capability for evaluating the type of services requested under this solicitation and with knowledge of services previously rendered by Responder; and (e) all other information requested under this RFP.

*This Space is intentionally left blank*

## 10.0 EVALUATION FACTORS

The proposal should address the factors outlined under each Project, below:

**10.1 Qualifications** of assigned personnel, including a list of all key members of the firm who will be committed to this project and indicate their job function(s) and title(s). Indicate the level of effort, area of expertise and function of each member on the project. Submit an organizational chart to show how the key members will be involved. Include résumés for each member, highlighting the education, work experience, professional licenses/registrations that are relevant to the scope of work in this RFP.

**10.2 Experience** in and demonstrated success of providing forensic financial audit services to Public Housing Authorities.

**10.3 Capacity** to provide forensic financial audit services in a timely manner with limited notice and within a confined time line. Describe the human and technical resources available to you for rendering the services requested in this RFP, including the geographic location of offices and support staff that will be committed to the project(s). Respondent should provide a chart, which clearly describes quantities and duration of time commitment for members of the team.

**10.4 Responsiveness of Proposal:** The proposal will be evaluated for clarity; for the fee structure in relation to the services to be provided; and for completeness of the submission including required certifications and documentation. The Responder must demonstrate in the proposals an understanding of the requirements set forth in this solicitation. The Responder is advised that the proposal may not merely offer to provide services in accordance with the requirements of PBCHA's Scope of Services or specifications.

**10.5 Price Reasonableness:** List the hourly billing rate of each individual who will be committed to this project, relative to the scope of services. The proposal fees must be reasonable. The proposal fees are not subject to increase during the effective period of the Notice of Award through the term of the proposed Contract.

*This Space is intentionally left blank*

## 11.0 SELECTION PROCESS AND EVALUATION CRITERIA

### 11.1 General

Selection of the Responder(s) and award of any contract to render services pursuant to this RFP will be made in accordance with HUD and PBCHA procurement regulations. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel. Each proposal shall be evaluated against the selection criteria set forth in this Section and scored on the basis of the information contained in the proposal. Factors not specified in the RFP shall not be considered.

Each proposal will be considered on its own individual merit and not analyzed in comparison with other proposals. Each panel member assigning points shall provide a written narrative justification to support the score given.

The sum of the points assigned to a proposal by an individual panel member shall be known as the Responder's "**Raw Score**." Each Responder will receive a Raw Score from each voting evaluation panel member. In the presence of the entire evaluation panel, the evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each Proposal. The chairperson shall then average all the panel members' Raw Scores for each Responder and post these numbers as the "**Panel Score**" for each Responder. Each Proposal shall be rated as **responsive** or **unresponsive** based on the Raw Score received.

Proposals determined to be responsive and that have a reasonable chance of award shall be included in the **competitive range**. PBCHA reserves the right to limit the number of Responders to be included in the competitive range.

Further, PBCHA reserves the right to establish a **minimum score** for the competitive range. Responders whose proposals are classified as **unresponsive** shall be excluded from the remainder of the selection process and notified accordingly.

### 11.2 Oral Presentation

At the sole discretion of PBCHA, Responders who are considered by the evaluation panel to be in the competitive range, based on the total scores received and relative rankings of Responders may be asked to make a presentation of the proposal during any negotiations that may be held. The purpose of the presentation will be to provide an opportunity to the Responder to clarify its proposal, respond to questions from PBCHA, and substantiate representations in the proposal. No comments about other Responders or other proposals will be permitted and Responders shall not be permitted to attend

presentations by other Responders. A time limit for presentations shall be imposed. Responders invited to make presentations shall be informed of the date and time of the presentation and the time limit for completing such presentation. Evaluations may be revised based upon information provided by the Responders in the oral presentation.

### **11.3 Negotiations**

Negotiations, oral and/or written, may be conducted on behalf of PBCHA, by authorized representatives, with all responsible Responders whose offers are within the competitive range. PBCHA reserves the right to conduct negotiations, oral and/or written, on any element of the contract including price, with all responsible Responders whose offers are within the competitive range.

### **11.4 Best and Final Offer**

Responders in the competitive range will be provided an opportunity to change or revise their proposals to reflect any changes resulting from the negotiations, if any, in the form of a written “Best and Final Offer (“BAFO”),” within a deadline of not less than five (5) business days from notification by PBCHA, unless otherwise indicated by PBCHA in writing.

The BAFO will be evaluated by the RFP Evaluation Panel based on the evaluation criteria stated in the RFP. Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Responders in the competitive range within the deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

*This Space is intentionally left blank*

**11.5 Selection Criteria**

Selection of the Responders in the competitive range will be based on the criteria and rated according to the maximum available points for each Project. A sample is included in the chart below:

SELECTION CRITERIA	MAXIMUM POINTS
<b>Qualifications</b> of assigned personnel, including a list of all key members of the firm and any consultant(s) or sub-consultants(s) who will be assigned to the project(s)	10
<b>Experience</b> in and demonstrated success in completing the services described in the Scope of Services in collaboration with Public Housing Authorities.	25
<b>Capacity</b> - ability to provide forensic financial audit services in a timely manner with limited notice and within a confined time-frame. Human, financial, and technical resources assigned and available to implement the project(s).	25
<b>Responsiveness</b> – Completion, clarity and correctness of all RFP Requirements	10
<b>Price Reasonableness</b> - List the hourly billing rate of each individual who will be committed to this project, relative to the scope of services. The proposed fees must be reasonable.	30
TOTAL	100

## ATTACHMENTS

Each written or other document referred to in this RFP as being attached hereto as an attachment or otherwise designated herein as an attachment hereto is hereby made a part of this RFP. The Responder is required to complete and submit the certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

This RFP includes the following attachments:

### HUD Documents

- HUD Form 5369-A Representations, Certifications, and other Statements of Bidders
- HUD Form 5369-B Instructions to Offerors- Non-Construction
- HUD Form 5369-C Certifications and Representations of Offerors – Non-Construction Contract

### RFP Attachments

- G-1 Certification of Eligibility
- G-2 Affidavit of Non-Collusion
- G-3 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Conversion Transactions
- G-4 Conflict of Interest Certification
- G-5 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- G-6 Certification of Non-Segregated Facilities
- G-7 Clean Air and Water Certification
- G-8 Certificate of Independent Price Determination
- G-9 Certification Regarding Lobbying
- G-10 Authorization of Responder for Verification of Reference