HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO

REQUEST FOR PROPOSALS

FOR

ANNUAL AUDIT SERVICES

Issued: March 1, 2022

Responses must be received by 5:00 p.m. on Thursday, March 31, 2022

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**. Submission of any materials in response to this Request for Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

By submitting materials, (1) you are consenting to release of such materials by the Housing Authority of the County of San Mateo if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Housing Authority of the County of San Mateo for release of such information.

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I. GENERAL INFORMATION

A. Statement of Intent

The Housing Authority of the County of San Mateo (HACSM) is requesting proposals from qualified independent certified public accounting firms or accountants, in accordance with the auditing standards generally accepted in the United States of America contained in the Government Auditing Standards issued by the Comptroller General of the United States, to conduct an examination and to express an opinion on the Annual Financial Statements and to issue a report on compliance and internal controls. Additionally, the audit must meet all requirements set forth in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuance, or any HUD requirement, which are in effect as of the date of the audit on-site fieldwork.

The term of the agreement shall be for three (3) years with an option to extend up to an additional two years. The audit will start with fiscal year July 1, 2021 to June 30, 2022.

B. Background

HACSM is an independent public agency, established to provide housing for low-income households by the County Board of Supervisors on March 20, 1941, under the U. S. Housing Act of 1937. HACSM is not a federal department or agency; it is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income households.

The County of San Mateo Board of Supervisors has the oversight responsibility for HACSM and, in a separate capacity, is also its Board of Commissioners. As a legally separate agency, HACSM has its own employees and maintains separate accounting records from those of San Mateo County and for purposes of these financial statements is not considered to be a component unit of the County. However, these financial statements will be included with those of the County. All funds are deposited with the Treasurer of the County of San Mateo and checks are issued by HACSM for payroll, vendor and landlord payments of expenses.

C. The Request for Proposal Process

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. HACSM seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to HACSM. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

II. SCOPE OF SERVICES

The Certified Public Accountant, or qualified, licensed, responsible firms will provide Independent Annual Audit services, in accordance with requirements of HUD and other mandatory HUD reporting throughout the year.

Audit shall include all required and necessary reviews, research, tests and worksheets needed to determine and report on both the financial condition and program compliance of the Housing Authority of the County of San Mateo under the programs it administers for the U.S. Department of Housing and Urban Development (HUD) and its other programs. Audit is to be conducted in in accordance with the auditing standards generally accepted in the United States of America contained in the Government Auditing Standards issued by the Comptroller General of the United States and must meet all requirements set forth in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuance, or any HUD requirement, which are in effect as of the date of the audit on-site fieldwork.

Additionally, the Audit shall include all necessary and required submissions and/or electronic transmissions to the County of San Mateo Controller's office, within 85 calendar days of the end of the fiscal year audited; HUD Field Office and HUD's Real Estate Assessment Center (REAC) through it Financial Assessment Subsystem (FASS), unaudited within two months and audited within nine months of the end of the fiscal year audited; and the Federal Audit Clearinghouse.

A. Programs Administered by HACSM

HACSM's last audit was performed for the fiscal year that ended on June 30, 2021. Starting with the fiscal year July 1, 2021, HACSM will require audit for the following programs:

Program	Number of Units	2021 Budget Authority
Housing Choice Voucher/MTW Programs	4309	\$96,895,157
Family Unification Programs (FUP)	40	\$939,615
Mainstream Program	251	\$3,961,934
Supportive Housing Programs	321	\$9,885,904
VASH Programs	401	\$6,260,675
RAD-PBV	30	\$122,205
Emergency Housing Vouchers	222	\$88,800
SAMCHAI (Blended Component Unit)	180	\$4,135,684
TOTAL	5574	\$122,289,974

B. Audit Standards and Requirements

- Provide all labor, materials, tools, equipment, transportation, supervision and other services necessary to provide professional auditing services for the Housing Authority of the County of San Mateo. The Audit firm shall be responsible for the employment, control, and conduct of their employees, and any approved consultants, and for any damage resulting from any action or negligence of any employee or consultant.
- 2. Plan and perform an Audit to obtain reasonable assurance the financial statements of HACSM are free of material misstatement. These basic financial statements shall include, but not be limited to: Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, Statement of Cash Flows for the year just ended as well as Notes to Basic Financial Statements and Schedule of Expenditures of Federal Awards.
- 3. Prepare an independent Auditor's Report on financial statements and on supplementary information and schedules of federal and state financial assistance. The report will contain, at a minimum, the schedules which were presented in the prior year's audit report.
- 4. Prepare a report on the internal audit control structure and compliance report.
- 5. Prepare a management's discussion and analysis report as an overview of the Authority's financial activities.
- 6. Audit is to be conducted in compliance with the Controller General of the United States' Single Audit Act Amendments of 1996 and in accordance with the Code of Federal Regulations §200.514-520, its most recent Compliance Supplement, and together with HUD regulations promulgated at 24 CFR Parts 5 and 902.
- 7. Report and assist in the facilitation of report submission to REAC.
- 8. HACSM will upload the audited Financial Data Schedule (FDS) electronic submission in accordance with the procedures established be the Real Estate Assessment Center (REAC) to HUD/REAC and require the auditor to perform the UFRS attestation as required.
- 9. HACSM will review and approve the uploaded audited data before final submission.

C. Fieldwork and Submission Dates

HACSM requires that the audit report shall be submitted within 85 days after the closing of the HACSM's fiscal year, notwithstanding a longer submission deadline that may be required by the Single Audit Act, and notwithstanding the 9-month REAC mandated deadline for submission.

The auditor will be expected to provide a letter to the Executive Director of the Housing Authority of the County of San Mateo on the non-reportable conditions and immaterial instances of non-compliance. This letter would also include general recommendations on observations made during the audit that could be helpful to the financial management of HACSM.

HACSM requires one (1) .pdf version, one (1) unbound and two (2) bound copies of HACSM's Single Audit Report.

D. Assistance To Be Provided To The Auditors and Report Preparation

- HACSM shall be responsible for preparation of all trial balances, closing entries, financial statements and minor clerical services. In addition, HACSM shall provide the following documents: Un-audited FDS, supporting schedules for all asset and liability accounts, bank statements and reconciliations, fixed asset/depreciation schedules, schedule of compensated absences, maturity schedule for loans payable, draft schedule of expenditures of federal awards and other documents as agreed upon between auditor and HACSM.
- 2. HACSM shall be responsible for preparation of the Notes to the Basic Financial Statements and the Management Discussion and Analysis (MD&A).
- 3. The finance department staff, and responsible management personnel, will be available during the audit to assist the auditor(s) by providing information, documentation and explanations. No clerical support will be made available to the auditor for the preparation of routine letters and memoranda.
- 4. HACSM will provide the auditor with reasonable workspace, as needed, during HACSM office hours. The auditor will also be provided with access to telephone lines, internet, photocopying and fax machines, subject to availability. Photocopies shall be made available at no charge, but the auditors will be responsible for providing the labor to make any necessary copies.

E. Audit Engagement Schedules

- 1. Auditor shall be prepared to start the interim fieldwork in July of each year.
- 2. HACSM will have all books closed and ready for audit 45 calendar days after fiscal year end. Auditor shall be prepared to start year end fieldwork no later than 52 calendar days after fiscal year end.
- 3. Auditor shall conduct an entrance conference on the first day of fieldwork with the Financial Services Manager, key finance employees, and any other personnel HACSM deems necessary to be present. The purpose of this meeting will be to discuss prior audit issues and the work to be performed. The meeting will also be used to establish overall liaison for the audit and to make arrangements for workspace and other needs of the auditor.
- 4. The auditor shall immediately review with the Financial Services Manager any material findings/deficiencies or audit issues that are noted during the audit.
- 5. The auditor shall perform an audit exit conference with Financial Services Manager, key finance staff, and any other personnel HACSM deems necessary, on the final day of fieldwork to summarize the results of the fieldwork and to review significant findings.
- 6. The auditor shall perform their online review and attestation within two business days after HACSM submits the audited FDS to the HUD-REAC financial system and the Federal Clearinghouse on line SF-SAC filing.

7. The final audit report shall be issued within five business days after HACSM approves final draft. The auditor shall provide one (1) .pdf version (electronic), one (1) unbound copy, and two (2) bound copies.

F. Additional Auditor Responsibilities

- 1. Auditor shall provide tax service for the submission of Not-For-Profit blended component unit (SAMCHAI, Inc.) Federal 990 and State 199 annual reporting (fees to be negotiated).
- 2. Auditor shall provide advice and periodic consultations to inform HACSM staff of pertinent changes in accounting rules and regulations resulting from new pronouncements from the Government Accounting Standards Board and the Financial Accounting Standards Board.
- 3. Perform agreed upon procedures on an as-needed basis (fees to be negotiated).

G. Retention of Working Papers and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years following completion of the audit, unless the firm is notified in writing by HACSM of the need to extend the retention period.

The auditor will be required to make working papers available, upon request, to HACSM.

Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. PROPOSAL SUBMITTAL AND PROCESSING

The proposals in response to this RFP are due no later than **5:00 PM (Pacific Time) on Thursday, March 31, 2022.** Submit <u>one copy in electronic format (on a USB)</u> to:

Housing Authority of the County of San Mateo 264 Harbor Boulevard, Building A Belmont, CA 94002 Attn: Debbie McIntyre

HACSM will date and time stamp the envelope containing the USB upon receipt. <u>Proposals</u> received after the deadline indicated above will not be considered. Proposals will not be accepted via facsimile, e-mail, or based on the date of the mail postmark. Delays in mail service or other methods of delivery will not excuse late proposal delivery. Proposers may not submit additional materials after the submittal deadline and incomplete applications will not be considered.

*The Department of Housing office is closed to the public until further notice; however, there is personnel available to accept incoming mail, packages, and postal deliveries.

All proposals submitted in response to this solicitation must conform to the requirements and specifications outlined within this document in its entirety.

HACSM proposes to enter into a contract with a qualified and experienced firm to perform services based on the specifications in this RFP. Interested parties must submit the required information as listed below. All documents that are submitted as part of the RFP will become property of HACSM. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

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 HACSM, including the RFP document 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.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the HACSM. HACSM reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

HACSM reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposal or to award the Contract in whole or in part, if deemed to be in the best interests of HACSM to do so. HACSM will award the Contract to the firm, institution or agency determined by HACSM to have submitted the most responsive and responsible offer, based upon the criteria specified in this RFP.

HACSM may cancel this solicitation at any time. Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to the contact person. Re-submittal before the RFP submittal deadline can be made; however, the proposals may not be re-submitted after the deadline.

Questions and Responses Process

Submit all questions relating to this RFP in writing to Debbie McIntyre via e-mail at <u>DMcintyre@smchousing.org</u>.

All questions must be received no later than 5:00 PM (PT) on Wednesday, March 23, 2022.

No change to the specifications or to the other terms and conditions of this solicitation will be made orally to any proposer. Solicitation changes will be issued in the form of a written addendum. Such addendums shall become part of the solicitation and will be posted to HACSM's website at <u>www.smchousing.org</u>. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Confidentiality of Proposals

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by HACSM if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the HACSM for release of such information.

If HACSM receives a request for any portion of a document submitted in response to this RFP, HACSM will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and HACSM reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, HACSM and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the HACSM and/or its officers, agents, or employees that the HACSM has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

IV. PROPOSAL CONTENT

Proposals must address all the requirements stated in this RFP and include information addressing all of the following topics:

- 1. Firm Qualifications and Experience.
 - a. Firm's history
 - b. Firm's experience in the Public Housing Agency (PHA) industry
 - c. Experience in PHA Audits of the following:
 - i. Partner in charge
 - ii. All personnel assigned to the fieldwork
 - iii. Record of filing HA audits timely to HUD
- 2. <u>References and Similar Engagements with other Housing Authorities</u>.
 - a. A minimum of three references of current audit clients, preferably housing authorities, shall be provided. If references are not from housing authorities, please describe how the engagements relate to housing authority auditing requirements.

- 3. Quality Control Review Reports.
 - a. The firm is required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific public housing authority engagements. In addition, the firm must provide a copy of the California Society of Certified Public Accountants' acceptance of the peer review.
 - b. The firm is also required to submit a copy of any quality assurance reviews by the REAC Quality Assessment Subsystem (QASS) conducted within the past three years. If there have been no such reviews, an affirmative statement should be included that the audit firm has not been, or currently is not, the subject of a review by the QASS to determine the reliability of any audits and/or attestations of HUD-assisted multifamily projects and/or public housing agencies within the past three years.
 - c. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.
- 4. <u>Debarment</u>: The firm must submit a certified statement that the Respondent is not debarred, suspended, or otherwise prohibited from practice by any Federal, State, or Local Agency. Failure to provide this information precludes further consideration. HACSM is prohibited from making any awards to consultants, contractors, subcontractors, individuals, or firms that are on the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5. <u>Independence</u>. The firm should provide an affirmative statement that it is independent of the HACSM as defined by the U.S. General Accounting Office's *Government Auditing Standards*, as amended. The firm should also list and describe all professional relationships involving HACSM for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
- 6. <u>Audit Engagement Plan</u>. This section shall include a brief presentation of the audit firm's understanding of the work to be performed and plan of how to accomplish the RFP audit requirements within the specified time frames. A brief presentation of sampling procedures, utilizing computers, and consideration of pertinent laws and regulations shall also be included in this section.
- 7. <u>Concept of Materiality</u>. This section shall include a brief explanation of the audit team's concept of materiality. The explanation shall include specific criteria the audit team will use to include finding(s) in the audit report or in the letter of minor findings to the Executive Director.
- 8. Cost Proposal
 - a. Provide estimate of staff levels to be utilized, days expected at each level, and hourly rate.
 - b. Provide estimate of all costs of travel, meals, lodging and other out-of-pocket expenses (if applicable).
 - c. Provide estimate of any other costs associated with the audit.
 - d. Provide a total lump-sum fee for the engagement for the FYE June 30, 2022 audit and annual renewal fee for each subsequent year through FYE June 30, 2027.

V. GENERAL TERMS AND CONDITIONS

<u>Read all Instructions</u>. Read the entire RFP and all enclosures before preparing your proposal.

<u>Proposal Costs</u>. Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to HACSM or otherwise reimbursed by HACSM.

<u>Proposal Becomes HACSM Property</u>. The RFP and all materials submitted in response to this RFP will become the property of HACSM.

<u>Alteration of Terms and Clarifications</u>. No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by HACSM. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the HACSM.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify HACSM of such error in writing and request modification or clarification of the document. If a proposer fails to notify the HACSM of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the <u>www.smchousing.org</u> website as outlined above without divulging the source of the request for same. HACSM may, at its discretion, also give electronic notice by email to all parties who have notified HACSM of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the <u>www.smchousing.org</u> website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

<u>Selection of Provider(s)</u>. The selection of a provider will be memorialized in the form of an "Agreement with Independent Contractor", authorized by a resolution of the Board of Commissioners.

HACSM reserves the right to reject any or all proposals without penalty. HACSM's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Equal Benefits. Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

Jury Duty. The contractor must comply with the San Mateo County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written

confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

Living Wage. Unless subject to a specific exemption under the Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts. Please see Chapter 2.88 of the San Mateo County Ordinance Code, to determine whether your contract is covered by the Ordinance or is exempt.

If the contract is exempt from the Ordinance <u>OR</u> if the proposer has no covered employees under the Ordinance, the proposer may satisfy this requirement by providing HACSM with written confirmation of the fact that (1) the contract is exempt from the Ordinance or it has no covered employees and (2) it will comply with the Ordinance with respect to any future qualifying employees.

Insurance. HACSM has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name HACSM and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete Proposals May be Rejected. If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

<u>Contact with HACSM Employees</u>. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any HACSM employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any HACSM employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

<u>Travel Costs</u>. If the services requested will require you or your employees to travel to the Bay Area, and if HACSM opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set

forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching <u>www.gsa.gov</u> for the term 'CONUS');

airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that HACSM will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

Miscellaneous. This RFP is not a commitment or contract of any kind. HACSM reserves the right to pursue any and/or all ideas generated by this RFP. HACSM reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of HACSM. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the HACSM assumes no liability for any unintentional errors or omissions in this document. HACSM reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of HACSM. Finally, HACSM may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals

VI. PROPOSAL EVALUATION

All proposals received will be evaluated by an HACSM-RFP Evaluation Committee. During the evaluation process, HACSM may require a proposer's representative to answer specific questions orally and/or in writing. HACSM may also require a visit to the proposer's offices, other field visits or observations by HACSM representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the HACSM-RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section IV – PROPOSAL CONTENT. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to HACSM for the primary services described by this RFP
- References
- Compliance with RFP and contractual requirements

HACSM may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the HACSM. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, HACSM may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the HACSM reserves the right to evaluate proposals solely based on each provider's <u>written</u> submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by HACSM. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

HACSM reserves the right to accept proposals other than those with lowest costs.

VII. <u>CONTRACT AWARD</u>

Upon completion of the proposal evaluation process, the evaluation committee will submit its conclusions and recommendation to the Executive Director. If the recommendation is approved, the successful firm will receive a Notice of Award; and thereafter, contract price negotiations will begin, if required.

VIII. NOTICE TO PROPOSERS

HACSM is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, HACSM will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of HACSM.

IX. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Executive Director as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

HACSM will respond to a protest within 10 business days of receiving it, and HACSM may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the HACSM will be final. The protest letter must be sent as follows:

Raymond Hodges, Executive Director Housing Authority of the County of San Mateo 264 Harbor Blvd., Bldg A Belmont, CA 94002

Facsimile: 650-802-3373

rhodges@smchousing.org