

OFFICIAL NOTICE NUMBER 58111

REQUEST FOR PROPOSAL FOR ACCOUNTING SERVICES

for the Housing Authority of the City of Milwaukee

June 2nd, 2023

Request for Clarifications must be received by Friday, June 16th, 2023 @ 4:00 P.M. CST

Submission Deadline: Friday, June 23rd, 2023 until 2:00 P.M. CST

Housing Authority of the City of Milwaukee Post Office Box 324 Milwaukee, Wisconsin 53201

REQUEST FOR PROPOSAL

OFFICIAL NOTICE NUMBER: 58111 ACCOUNTING SERVICES

THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE will receive an unbound original submission, and one digital copy on USB flash drive until 2:00 P.M. CST on Friday, June 23rd, 2023, for Accounting Services at the Housing Authority of the City of Milwaukee BID DESK, located at 650 West Reservoir St., 2nd Floor Milwaukee, Wisconsin 53212. All submissions must be time-stamped by 2:00 P.M. CST, Friday, June 23rd, 2023 at the BID DESK, in order to be considered.

Copies of the Request for Proposal may be obtained via the Internet at http://www.hacm.org/business/procurement. Kent Britton may be reached at (414) 286-5863 or via email at kent.britton@hacm.org to answer any questions regarding this request for proposal.

This solicitation is subject to provisions for participation of Section 3 businesses and residents. The Section 3 provisions are part of the solicitation documents. Inquiries regarding Section 3 participation may be directed to Konita P Jude, Section 3 Coordinator, 414-286-2940 or kpjude@milwaukee.gov

Where appropriate, the contractor must comply with Executive Order 11246, Federal Labor Standards, Equal Opportunity requirements, and related program requirements as detailed in the Qualification Documents.

THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE IS AN EEO/AA/ADA EMPLOYER

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE 809 North Broadway, 3rd floor P.O. Box 324 Milwaukee, Wisconsin 53201

By: Willie L. Hines, Jr., Secretary-Executive Director

Ad Dates: 6/2/23 & 6/9/23

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REQUEST FOR PROPOSAL OFFICAL NOTICE NUMBER - 58111 ACCOUNTING SERVICES

I. RFP ADVERTISEMENT

The Housing Authority of the City of Milwaukee (hereby referred to as HACM), is asking for Financial Consultants, Accountants, and qualified independent Certified Public Accountants, licensed to practice in the State of Wisconsin, (collectively referred here as "Contractor") to submit proposals for Accounting Services to conduct review and reconstruction of financial transactions for HACM's Housing Choice Voucher Program (HCV) for the calendar years 2017-2022, in accordance with the specifications listed below:

- 1. All services must be performed in compliance with applicable federal, state and local laws, the Code of Federal Regulations and the U.S. Department of Housing and Urban Development (HUD) requirements, including Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u).
- 2. Conduct 100% review of all transactions recorded in the HCV ledger.
- Present information and result of work to HACM's Management and if required to HUD Quality Assurance Division following the completion of work.
- **4.** Provide recommendations for improvements in financial accounting and reporting when one is found and noted in conjunction with the review.

The Contractor shall be prepared to provide services as requested and when requested by the Housing Authority following the "Notice to Proceed".

II. RFP DOCUMENTATION

The HACM is a state-chartered organization that has been in existence since 1944 and is governed by a seven-member Board of Directors that meets monthly. The HACM manages over 5,200 housing units and another 7,700 HCV/Section 8 vouchers. The annual budget is over \$89 million, and the staff includes 200 full-time equivalents. The Housing Authority's annual budget includes various programs: Low Rent Public Housing, Section 8 vouchers, Capital Fund Program (including Replacement Housing Factor Funds), CNI, Resident Opportunity and Family Self-Sufficiency grants, low income housing tax credits, as well as foundation grants.

HACM's HCV program receives an average of \$36mm in Housing Assistance Payment (HAP) subsidy and about \$4mm in administrative fee annually from the Housing and Urban Development. Of the \$4mm in administrative fee, 60% is spent on direct salaries & benefits on program staff, 15% on corporate oversight, and the 25% on other operating cost. HAP subsidy is restricted to pay only for rental assistance subsidy to eligible Section 8 participants.

HACM maintains financial information on general ledger software provided by Multiview Corporation. HACM staff prepares financial statements on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) as prescribed by Governmental Accounting Standards Board (GASB) Statement 34 and other applicable pronouncements of accounting standard setting bodies. The housing system/software which processes HAP disbursements was Visual Homes until 2018 and was transitioned to Yardi beginning in 2019.

Services Required (Services to be provided include, but are not limited to the activities listed below).

- Perform 100% review of all transactions (revenue and expenditures) recorded in the HCV general ledger from 2017 to 2022. The review and verification should ensure that the transactions:
 - a. are properly recorded in correct GL accounts.
 - b. are adequately supported and are eligible cost for the HCV program.
 - c. Cost are allocated in compliance with governing regulations.
 - d. All revenues received and expenditures incurred/disbursed are reported in accordance with rules, regulations, and notices governing HCV program operations.
 - e. Perform other review procedures as may be needed.
- 2. Identify and determine ineligible and questioned costs so financial records can be appropriately adjusted.
- 3. Reconcile HAP disbursements recorded in the Multiview system and Housing system (Yardi & Visual Homes).
- 4. Develop work paper that will adequately support the re-calculation of Restricted Net Position and Unrestricted Net Position for the years ended 2017, 2018, 2019, 2020, 2021, 2022.
- 5. Summarize all adjustments to be made to the financial records. Adequate supporting documentation shall be provided to HACM management.

- 6. The Contractor shall retain work papers and reports for a minimum of six years from the conclusion of the engagement. The audit firm shall make work papers available for examination by the HACM, or its designee and the General Accounting Office or its designees, as necessary.
- 7. The Contractor shall respond to reasonable inquiries of auditors and allow successor auditors to review work papers relating to matters of continuing significance.
- 8. The Contractor shall conduct entrance and exit conferences with staff to discuss approach and any subsequent findings and recommendations. Information regarding adjustments will be brought to the attention of management prior to the exit conference. At the conclusion of the review, staff will review draft copies of the required reports before such reports are finalize.

Services to be provided by HACM

1. Staff will assist in preparing all necessary documenting work papers and schedules for the Contractor's consideration. Assistance from support staff may be limited and should be discussed during the entrance conference. HACM also agrees to provide office space at 809 North Broadway, computer time and material during the engagement fieldwork.

Report Requirements

- An analysis in excel format documenting the re-calculation of Restricted Net Position (RNP) and Unrestricted Net Position (UNP) for the years ended 2017, 2018, 2019, 2020, 2021, 2022. Adjustments to the previously reported should be shown separately or individually. A pdf copy of the analysis should also be provided.
- Explanation/calculations and supporting documentations to the Adjustments identified above #1. Include specific references to regulations or notices if applicable.
- 3. Any recommendations for improvement to the system, processes and internal control that were identified in connection with the review.

E. Contractual Arrangement

HACM will accept billings, not more often than monthly, detailing the actual hours performed by various staffing levels and referencing the rates of compensation consistent with the audit proposal. Payment will be made up to the maximum amounts included in the proposal for all items requested. Final payment is contingent upon receipt of all reports outlined in section D above.

Additional work not included in proposer's contract maximum bid shall be paid at a set hourly rate for each classification of staffing level subject to contract amendment.

III. SUBMISSION REQUIREMENTS AND SELECTION PROCEEDURES Proposal Contents

The purpose of the Proposal is to allow the firm to demonstrate its qualifications, experience, and competitive differentiators. The proposal should address all the points outlined herein. Brevity is encouraged.

1. Title Page

The title page should include "Request for Proposals" – Official Notice #58111, Request for Proposals for Accounting Services to support the Housing Authority's Development Activities, the name of the firm, address, telephone number, name of contact person, e-mail address, fax number and date.

2. Letter of Transmittal

The letter of transmittal should include an affirmative statement of your understanding of, and interest in this RFP, the name of the firm, the location of the principal place of business, the type of business entity (e.g., corporation, partnership, etc.), and the state of incorporation. The name of the primary contact person must accompany the submission, along with direct contact information.

3. Table of Contents

The table of contents should include a clear identification of the material presented according to section and page number. Please tailor your table of contents in response to the five Evaluation Criteria.

4. Profile of the Proposer

This section describes the firm, whether it is local, regional or national, and the Page 6

location of the office to perform the audit, the number of partners, managers and staff at that office and a description of the types of services provided to clients, including large Housing Authorities administering Section 8 program. State any regulatory action taken by an oversight body against the firm and if none, please state such.

5. Qualifications of the Proposer

This section should include a description of similar engagements performed by the Contractor on a local and national level. Personnel who will be working on the engagement from on-site senior to partner shall be identified including their relevant professional experience and training necessary to perform their required functions. Resumes of these individuals may be provided as an appendix (and referenced) to fulfill this requirement. Staff members who are expected to work on the engagement shall also be identified. The level of effort, specifying the number of hours anticipated for each individual identified, should also be included. The information provided here should be in response the evaluation criteria detailed in Section 10 below.

6. Estimated Cost and Timeline

This section shall include an estimate of the total hours billable per staff classification, the hourly rate for each staff classification, the estimated out-of-pocket costs and the resulting estimated all-inclusive maximum fee for HACM. Please estimate when the work as initially indicated will be completed.

- 8. DBE/MBE/WBE Participation Describe the involvement of Emerging Business Enterprises. See Attachment A; all respondents shall return completed Form A and B-1 with the proposal.
- 9. Section 3 Plan Respondents shall disclose the activities that they intend to undertake to comply with the Section 3 requirements See Attachment B.

Section 3 Requirements – Consultants shall disclose the activities that they intend to undertake to comply with section 3 requirements. (Attachment B)

Additional Information

Give any additional information not specifically requested previously but considered essential to this proposal. If there is no additional information to present, state in this section: "There is no additional information we wish to present".

10. Selection of Contractor

The evaluation criteria to which each Offeror's submitted proposal will be reviewed, ranked and scored as follows. Each proposal has a maximum total possible score of 100 points.

Maximu Score
nilar work required in 20
and key personnel to 20
e of HUD's Section 8 20
with Multiview, 20
20
100

Proposals will be evaluated by staff of HACM. All proposals will be evaluated against the evaluation factors stated in Section G of this RFP. HACM may invite the highest ranked offeror(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the offeror(s) that is/are selected to participate, and this/these offeror(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Offeror(s) participating in the interviews must include the project manager and senior staff who will work on this project.

After the interviews are completed, HACM will negotiate with the highest ranked offeror and arrange for any necessary meetings to allow for evaluation and modification of the proposal, if necessary. The offeror will also be asked to submit its best and final offer for consideration. If HACM cannot reach agreement with the highest ranked offeror, HACM will contact the next highest ranked offeror and repeat the same procedure. HACM will continue this procedure until an agreement is reached with the most qualified offeror that provides a fair and reasonable cost.

The HACM reserves the right to request additional clarifying information from prospective Offeror over and above that included in the proposal submission and consider information about an offeror in addition to the information submitted in the response or interview.

A contract will be executed after successful negotiation with the most qualified offeror.

After the contract is awarded, all of the offeror(s) who submitted a proposal will receive a written acknowledgement of their proposal. HACM will not reimburse offeror(s) for any expenses associated with the submission of proposals or participation in the interviews or negotiation relating to this RFP.

11. Insurance Requirements:

The proposed contract will require that the Consultant provide the following insurance:

<u>COVERAGE</u>	<u>AMOUNTS</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence
	PD \$500,000 per occurrence
	\$1,000,000 aggregate
Automobile Liability	BI \$500,000 per occurrence
	PD \$500,000 per occurrence
	\$1,000,000 aggregate
	(single limit policy)
Professional Liability	\$1,000,000

If any insurance is due to expire during the period of work, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continuous coverage to the HACM. Furthermore, the HACM shall be named as an additional insured with respect to liability coverage and will be given thirty (30) days' notice in advance of cancellation, non-renewal, or material change in any coverage. Insurance

Requirements: See Attachment C

12. Proprietary Information

If respondents want to limit the disclosure of any proprietary information included in their response, the respondent is required to identify all proprietary information in the response using the information in Attachment D. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

13. Confidential or Proprietary Information – Respondents should identify any confidential or proprietary information using the form in **Attachment E.**

14. Certification of Eligibility

Certification that the firm, no member of the firm or any contractor or subcontractor is pending or actively debarred by HUD or any other federal, state or local government agency.

IV. SUBMISSION CLARIFICATION AND DEADLINE

An unbound original proposal, three copies and one copy in digital format, should be submitted to HACM's Bid Desk no later than 2:00 P.M. (CST), Friday, June 23rd, 2023. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Housing Authority of the City of Milwaukee Bid Desk 650 W Reservoir Street Milwaukee, WI 53212

Please identify the envelope as being: Proposal #58111, Accounting Servicers Provider, due Friday, June 23rd, 2023 at 2:00 P.M. (CST). All proposals MUST be time stamped on or before 2:00 P.M. (CST) on the due date, at the bid desk, in order to be considered.

In the event that you are not interested in being considered at this time, we would appreciate a short letter or email to Kent.britton@hacm.org from you for our files.

All expenses associated with the preparation and submission of the proposals to the HACM and participation in interviews shall be solely born by the respondent.

V. CONTRACT TERMS

General HACM RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Kent Britton - Housing Authority, 809 N Broadway, 3rd floor, Milwaukee, WI 53202 or via email at kent.britton@hacm.org by Friday, June 23rd, 2023 by 4:00 P.M. (CST). No oral interpretations will be made to any firm as to the meaning of the RFP specifications. All interpretations will be summarized in the form of an addendum to the RFP, which will be posted on HACM's website, www.hacm.org/Business/Procurement at least five days before closing of Requests for Proposals. All such addendum(s) shall become a part of the contract, and all firms shall be bound by such addendum. Addendum shall be signed and returned with the RFP.

No information will be available to any firm regarding the status of their response. However, HACM reserves the right to enter into discussion with firms for purposes of clarification or further information.

2. Responsibility of Prospective Firm

The HACM shall award a contract only to a responsible prospective firm who is able to perform successfully under the terms and conditions of the proposed contract. A "responsible" prospective firm must:

- a. Have adequate financial resources to perform the contract, or the ability to obtain them:
 - b. Have a satisfactory performance record;
- c. Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- d. Not have been suspended, debarred or otherwise determined to be ineligible for award of contract by the U.S. Department of Housing and Urban Development or any other agency of the U.S. Government.

3. Receipt of Proposals

Proposals received prior to the time of opening will be secured. The officer whose duty it is to open them will do so after 2:00 P.M. (CST) on the closing day, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Respondents are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Respondents should secure correct information relative to the

probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

4. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the respondent in time for delivery in the normal course of business prior to the deadline for submission. Negligence on the part of the respondent in preparing their proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened.

5. Rejection of Proposals

HACM reserves the right to reject any and all responses and waive any irregularities and the proposal of any respondent who: 1) has previously failed to perform properly or completed a contract(s) of a similar nature on time; 2) is not in a position to perform the contract, or 3) has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors or employees.

6. Contract Payments

HACM and the firm will agree on a performance and payment schedule. The firm will submit an invoice to HACM itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the HACM's work product and upon acceptance by HACM of the services performed.

7. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the HACM is exempt from Wisconsin Use and Sales Tax. Respondents, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the successful firm. Firms are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

8. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such.

9. Indemnification

The firm agrees that it will indemnify, save and hold harmless the HACM their officers, employees, or agents, from and against all claims, demands, actions,

damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against the HACM on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the firm or any of its agents, servants, employees or sub-consultants.

The HACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the HACM or any of its agents, servants, employees or subcontractors, to the HACM or its insurer and, upon such tender, it shall be the duty of the firm and its insurer to defend such claim or action without cost or expense to the HACM.

10. Slavery Disclosure

"If the successful firm was in existence during or prior to the slavery era (i.e. before 1865), then the bidder shall complete an Affidavit of Compliance for Disclosure of Participation in or Profits Derived from Slavery by Contractors affidavit in accordance with Milwaukee Code of Ordinance 310-14 before a purchase order or contract can be executed (unless such an affidavit has already been submitted and it is on file with the Business Operations Division of the City of Milwaukee). For details on this requirement, see the following website:

http://city.milwaukee.gov/Directory/Procurement/Forms.htm#.U4oSpKMo71I"

11. Wisconsin Public Records Law

Both parties understand that the HACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. The firm acknowledges that it is obligated to assist the HACM in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the firm must defend and hold the HACM harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

12. Legal Obligations

Compliance with Law in General. The firm shall comply with all the requirements set forth in the Housing and Community Development Act of 1974 and all regulations promulgated pursuant to this Act as contained in 24 CFR 570. The firm shall also comply with all other applicable federal, state and local laws and ordinances, including Affirmative Action. The firm shall assure that its

subcontractors/consultants comply with all applicable federal, state and local laws and ordinances.

Compliance with Specific Federal Laws and Regulations. In addition to Law in General above, the Underwriter shall comply with all Federal laws and regulations as referenced or set forth below.

(1) Intellectual Property

- A. Copyrights. If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but HACM reserve a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all materials which can be copyrighted.
- B. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the HACM for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered in order to protect the public interest.

13. Termination of Contract for Cause/Convenience

If, through any cause, the firm shall fail to fulfill in a timely and proper manner their obligations under this contract or if the firm shall violate any of the covenants, agreements or stipulations of this contract, HACM shall thereupon have the right to terminate this contract by giving written notice to the firm of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the firm under this contract shall, at the option of HACM, become the property of HACM. On HACM's option and sole discretion, HACM shall determine and pay for the value of services already performed by the firm. Notwithstanding the above, the firm shall not be relieved of liability to HACM for damages sustained by HACM by virtue of any breach of the contract by the firm.

Termination for Convenience of the HACM. The HACM may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the HACM to the firm. If the firm is terminated by the HACM as provided herein, the firm will be paid an amount which bear the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the firm covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective

date of such termination the firm shall be reimbursed (in addition to the above payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under the Contract) incurred by the firm during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the firm, Paragraph (VI.C) above, relative to termination, shall apply.

14. Equal Employment Opportunity

The firm agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Firm must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

15. Ethics

HACM may not enter into a contract, subcontract, or arrangement in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter: 1) any present or former member or officer of the HACM Commissioners, or any member of the HACM Commissioners immediate family; 2) any employee of HACM who formulates policy or who influences decisions with respect to the contract, or any member of the employee's immediate family or the employee's partner, or 3) any public official, or State or local legislator, or any member of such individuals' immediate family who exercises functions or responsibility with respect to the contract or the HACM.