

**HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO**

**REQUEST FOR QUOTATIONS (QTE)
No. 21-020-QTE-0003**

CORPORATE TAX FILING CONSULTANT



May 19, 2021

**1815 Egbert Avenue
San Francisco, CA 94124**

Table of Contents

Section	Description	Page
	Introduction	3
1.0	Scope of Work/Technical Specifications	3-4
2.0	Procurement Schedule	4
2.1	Pre-bid Conference	4
2.2	Pre-Construction Conference	4
2.3	Submittal Deadline	4
3.0	Contract Award	4
3.1	Single or Multiple Award	4
3.2	Type of Contract	4
3.3	Term of Contract	4
3.4	Contract Documents	4
3.5	Performance and Payment Bond	5
3.6	Insurance	5
3.7	Insurance Requirements	5-6
3.8	Affirmative Action	6
3.9	Section 3 Housing and Urban Development Act of 1968	6
3.10	W-9 Submittal	7
4.0	Offer Submission	7
4.1	Preparation of Offer	7
4.2	Availability of Funds	7
4.3	Submittal Deadline	7
4.4	Pricing	8
4.5	Submittal Steps	8
4.6	Submission Format	8
4.7	False Statements in Bids	8

INTRODUCTION

The Housing Authority of the City and County of San Francisco (Authority) is soliciting quotes (QTE) from experienced firms (“Offeror” (party or parties making an offer)) to prepare the Housing Authority of the City and County of San Francisco’s (Authority) corporate filings for the following nonprofit corporations: Bernal Housing Associates LLP, Plaza East Housing Corporation, SFHA Housing Corporation, and Valencia Gardens Development LLC. Consultant is not required to perform work on site.

AGENCY INFORMATION

The Housing Authority of the City and County of San Francisco (“Authority” or “SFHA”), a public entity, was established by the Board of Supervisors in 1938 to provide federally subsidized housing and housing assistance to low-income families within the City and County of San Francisco. The Authority is headed by an Executive Director (ED) (also referred to as Contracting Officer (CO)) and is governed by a seven-person Board of Commissioners. The Authority is subject to the requirements of Title 24 of the Code of Federal regulations (hereinafter, “CFR”) and the Authority’s procurement policy. Though brought into existence by a Resolution of the City and County of San Francisco, the Authority is a separate entity.

1.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Complete tax filings for 2018-2020 for (1) Bernal Housing Associates LLP; (2) Plaza East Housing Corporation; (3) SFHA Housing Corporation; and (4) Valencia Gardens Development LLC, with the following entities:

- California Franchise Tax Board
- Beginning in 2021, IRS taxes will need to be filed as well.

Additional forms required to place and maintain all four (4) corporations in good standing with the Franchise Tax Board and Internal Revenue Service.

1.2 CRITERIA FOR SELECTION

The Authority intends to evaluate the quotations in accordance with the criteria itemized below:

- a. Firm Qualifications and Past Practice (60 points)
 - i. Proposer’s experience providing services comparable to those requested in QTE, including filings for similar size and scope within the public sector environment.
 - ii. Qualifications and educational backgrounds of lead staff members proposed to perform services.
 - iii. Description of at least three engagements similar in size and scope, including client, reference and telephone numbers.
- b. Price (40 points)
 - i. Prices will remain firm during the contract period.

2.0 PROCUREMENT SCHEDULE

2.1 PRE-BID CONFERENCE

Not required.

2.2 PRE-CONSTRUCTION CONFERENCE

Not required.

2.3 QUESTION DEADLINE

Questions and answers were provided when this solicitation was originally opened in April 2021. Those questions and answers can be found in Addendum #1. Additional questions will be answered if submitted by the question deadline. Please submit any questions regarding this QTE to RFPprocurement@sfha.org by **May 26, 2021 at 2pm**.

2.4 SUBMITTAL DEADLINE

Submittal deadline is **June 3, 2021 at 2pm**.

3.0 CONTRACT AWARD

The Authority will evaluate offers in response to this solicitation without discussion and will award a contract to the responsible offeror whose offer, conforming to the conditions of the solicitation, will be most advantageous to the Authority, considering price, firm qualifications and past practice. The Authority may reject any or all offers and waive informalities or minor irregularities in offers received.

The Authority may reject an offer as non-responsive if the prices are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

No Contract may be awarded to a Contractor that is on the list of contractors ineligible to receive awards from Authority or the United States (debarred), as furnished by HUD.

3.1 SINGLE OR MULTIPLE AWARDS

The Authority intends to award one (1) contract for this solicitation.

3.2 TYPE OF CONTRACT

The Authority contemplates award of a **Firm Fixed Contract** for this solicitation. The "Contractor" (party or parties whose offer is accepted and is/are awarded a contract) will be required to hold the price firm for the contract period, except as otherwise provided in the contract.

3.3 TERM OF CONTRACT

The term of the Contract shall be for two (2) years with an option for up to three (3), one (1) year

extensions.

3.4 CONTRACT DOCUMENTS

In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The documents enumerated herein contain the entire contract agreement between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by Authority or Offeror are a part of the contract unless expressly stated therein.

3.5 PERFORMANCE AND PAYMENT BOND

Not required.

3.6 INSURANCE

Upon award of the contract, the Contractor shall furnish a Certificate of Insurance providing coverage for Commercial and/or Comprehensive General Liability, Comprehensive Automobile Liability (owned and not owned), Worker's Compensation Employers' Liability, and, if applicable, Professional Liability Insurance.

3.7 INSURANCE REQUIREMENTS

The Contractor will maintain in full force and effect during the full term of the Contract the insurance requirements listed below, and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and and/or property damage arising in any manner from the Contractor's performance of the Contract with Authority, or the nature of the services provided, or any operations under or connected with the Contract with the Authority.

Worker's Compensation Employers' Liability with limits as required by State California (Currently **\$1,000,000** for each accident).

1. Comprehensive General Liability Insurance with limits not less than **\$2,000,000/\$1,000,000** per person occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Respondent firm has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.
2. Comprehensive Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit bodily Injury and Property Damage.

Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

1. Name as **ADDITIONAL INSURED the Housing Authority of the City and County of**

San Francisco, its Officers, and Members of Commission, Agents and Employees.

2. Such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against who claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

Other requirements include:

1. All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

*Finance Department – Procurement
Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, CA 94124*

2. Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any operations under this contract, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the following address:

*Finance Department – Procurement
Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, CA 94124*

3. Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e. boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor. The contract shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.

3.8 AFFIRMATIVE ACTION

The Contractor shall take affirmative action to ensure that employees and applicants for employment are not discriminated against because of race, color, creed, religion, sex age national origin, disability, ancestry, public assistance status, marital status or veteran status.

3.9 SECTION 3 HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u)

The Authority requires compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3). Accordingly, the Contractor shall put forth its best efforts to fulfill the Section 3 component via the hourly hire program. However, if this is not possible and good

faith efforts have been made, the Contractor may choose to contribute to the Section 3 Scholarship Fund, which helps residents and/or participants meet their educational objectives.

3.10 W-9 SUBMITTAL

Upon award of the Contract, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

4.0 OFFER SUBMISSION

4.1 PREPARATION OF OFFER

Offers must be:

1. Submitted on the forms furnished by the Authority or on copies of those forms; and
2. Manually or electronically signed. The person signing must initial each erasure or change appearing on any form; and
3. Priced based on the scope of work and for duration of the project.

4.2 AVAILABILITY OF FUNDS

The resulting contract from this solicitation is subject to availability of funds. The Authority's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Authority's Contracting Officer.

4.3 PRICING

Pricing will be entered for each filing in the Fee Proposal form (Attachment C). Hourly pricing will be entered for additional filings that may not be listed in the scope of work. Prices will remain firm during the contract period. The following shall be factored into the fee proposals:

- All available discounts and other price-affecting factors must be explicitly detailed in the proposal.
- Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs to the services, including, but not limited to employee wages and benefits; clerical support; overhead; profit, licensing; insurance; and materials, including but not limited to supplies, postage, equipment, long distance telephone calls, document copying and supplies.
- The Authority will not pay or reimburse for any travel expenses.
- The Contractor shall not conduct any additional work without the prior written authorization of the designated Authority representative for the contract. Failure to abide by this directive shall release the Authority of any obligation to pay the Contractor for any such additional work conducted without the noted prior written authorization.
- The Authority will not pay for Contractor employees to be trained.

4.4 SUBMITTAL STEPS

The Authority invites qualified firms to submit quotes for this solicitation and the offering firms shall:

1. Complete Form of Proposal (**See Attachment A**)
2. Read form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction. Follow this link to access the document: <https://www.hud.gov/sites/documents/5369-B.PDF>.
3. Read and complete form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. (**See Attachment B**)
4. Read form HUD-5370-C, General Conditions for Non-Construction Contracts, Section I - (With or without Maintenance Work) (exp.11/30/2023). Please follow this link to access the document: <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>
5. Complete Fee Proposal (**See Attachment C**)
6. For any proposer claiming a Section 3 Business Preference, the proposer shall include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form (**See Attachment D**).

4.5 SUBMISSION FORMAT

Submit offer by e-mail only to: **RFPprocurement@sfha.org**. Offers will only be accepted via email. Please do not mail any offers.

Please include the following with your offer:

Item	Description
1	Form of Proposal. This Form is attached as Attachment A to this QTE. This 3-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
2	form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract (Attachment B). This Form is attached hereto as Attachment B to this QTE. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3	Fee Proposal (Attachment C).
4	Firm Qualifications and Past Practice
5	Section 3 Business Preference Documentation (Attachment D) (Optional Item). For any proposer claiming a Section 3 Business Preference, the proposer shall include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. This form is optional and should only be submitted by offerors claiming a Section 3 business preference.

4.6 FALSE STATEMENTS IN BIDS

Firms must provide full, accurate, and complete information as required by this solicitation and

its attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001.