



REQUEST FOR PROPOSAL
Contract #24-P-0052
Low Income Housing Tax Credit Project,
Financial Audit and Tax Return Services

Homes for Good Housing Agency is accepting written proposals from responsive and responsible organizations to provide professional accounting, annual financial audits and income tax preparation.

PROPOSAL SUBMITTALS

Proposals must be signed, submitted, and clearly marked: "Attn: Procurement, LIHTC Project, Financial Audit and Tax Return Services – Do Not Open". Homes for Good will reject proposals received after the deadline. Faxed proposals will not be accepted.

- **Emailed proposals:** Proposals must be received no later than December 5, 2024, at 2:00 p.m., according to the time and date received by Homes for Good's email server. Emailed proposals may be submitted to clarson@homesforgood.org.

QUESTIONS

Homes for Good shall not be bound by any oral interpretation of this RFP. Questions are encouraged and should be sent in writing via email to clarson@homesforgood.org. All questions must be received at Homes for Good no later than November 22, 2024, at 5:00 p.m. Written questions received by the deadline will be answered by addendum to all Offerors.

No communication is to be directed to any other Homes for Good employees or Homes for Good representative.

Substantive issues will be answered in writing in the form of an Addendum to this RFP. If determined necessary by Homes for Good, the proposal submittal due date may be extended and will be stated as such in the Addendum form.

PERIOD OF PERFORMANCE

The period of performance shall begin upon the contract award and shall continue until completion and acceptance of all tasks and deliverables, as set forth in the Scope of Work.

BACKGROUND

Homes for Good Housing Agency is the Public Housing Authority (PHA) for Lane County, Oregon. Our primary work is to help low-income community members with the logistics of affordable housing. At a higher level, we are neighbors united to get every Lane County resident who needs help into a home.

Our programs provide housing and rental assistance to over 5,000 families in Lane County through voucher-based subsidies and Agency-owned public, multi-family and affordable housing communities.



In addition to rental assistance, our team provides resources to program participants and residents including but not limited to general resident support, Permanent Supportive Housing (PSH) programming, Weatherization assistance and HUD's Family Sufficiency Program.

Homes for Good is an equal opportunity employer, committed to Diversity, Equity & Inclusion throughout our organization and within our hiring and promotional practices. We endeavor to hire a workforce that is representative of the communities we serve, with an understanding that a diverse and inclusive staff will strengthen our Agency. All applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, gender identity or national origin.

OUR VALUES

At Homes for Good, our values are demonstrated through our simple tagline:

Homes. People. Partnerships. Good.

Homes for Good administers federal, state and local funds, develops and manages properties built with investor proceeds from the sale of Low Income Housing Tax Credits, federal, state, and local funds, and operates affordable housing programs through the parent organization and its subsidiaries. Homes for Good currently has seventeen LIHTC projects in operation with several others within its development pipeline in different phases. Services will be performed on Homes for Good's existing LIHTC and development portfolio with additional properties potentially being added throughout the term of the contract. All services will be conducted at mutually agreeable times, unless otherwise stated, as projects reach certain milestones allowing for the specific audit or service. All audits and services will be performed with generally acceptable auditing and accounting standards or by agreed-upon procedures as defined by the partnership agreements or other development agreements provided to the auditor.

CONTRACT TERM

Award of a professional services contract for the specified work will include an initial three (3) year term commencing January 1, 2025, with an option to extend for two (2) additional one (1) year terms based on available funding, satisfactory performance, agreed upon pricing and mutual consent. The yearly contract shall be automatically renewed for one (1) year unless either party gives written notice of thirty (30) days prior to the expiration thereof. The cost portion of your proposal submitted should include the initial three (3) year term and the extension option years.

SCOPE OF SERVICES

The awarded contractor will provide the following services:

- a) Qualified LIHTC Tenant Certifications;
- b) Determination of Tax Credits (Tax Credit Certification), including calculation of the eligible and qualified basis, applicable fraction, annual tax credits for both LIHTC and Federal Energy Tax Credits;
- c) Project year-end audit and tax return services during development and throughout the LIHTC compliance period;



- d) Review and completion of Section II of IRS Form 8609;
- e) Provide technical assistance as requested by Homes for Good staff members throughout the year with regard to LIHTC development processes, related IRC Section 42 requirements and various accounting inquiries deemed appropriate by Homes for Good staff.
- f) Conduct an audit of the financial statements in accordance with generally accepted auditing standards and provide final annual Audited Financial Statements.
- g) Homes for Good accounting staff and/or third-party property management staff will be responsible for preparing the internal financial statements, footnotes, and statement of cash flow. It is expected the successful responder will provide technical assistance with regard to presentation and required notes as well as minor editing and formatting of the above documents at no additional charge.
- h) Financial audit field work will commence no later than January 15 of each year, interim testing in advance of year-end field work is allowable.
- i) Draft audited financial reports and tax returns will be due between February 15 and March 15 for each entity each year in order to satisfy the Homes for Good's reporting requirements to the limited partner in each project.
- j) Final audited financial reports and tax returns are due no later than February 25 and March 25 for each entity each year in order to satisfy the Homes for Good's reporting requirements to the limited partner in each project.
- k) Complete and file the required Internal Revenue Service income tax forms and provide copies of the return and the K-1s to the partners no later than February 15 of each year in accordance with partnership document requirements;

Optional services that may be requested:

- l) Conduct the 10% carryover cost certification for projects in the first year of development;
- m) 50% tax exempt bond testing for projects funded with 4% tax credits;
- n) Final cost certification for each LIHTC development or other projects requiring a 3rd party cost audit;
- o) Project Rental Achievement and DSCR Analysis as outlined in the partnership documents.

The awarded contractor will provide services for the following properties:

- Bascom Village II LLC
- Commons on MLK LLC
- HFG Nel Limited Partnership
- MD Commons LLC
- Oaks at 14th LLC
- Richardson Bridge LLC
- RAD 2 LLC
- Roosevelt Crossing Limited Partnership
- Munsel Park Limited Partnership
- Hawthorn at 29th LLC



QUALIFICATIONS AND REQUIREMENTS

Capacity: Contractor is to have adequate resources of qualified personnel to comply with responsiveness requirements as stated.

Contractor shall provide current certificate of insurance as defined by this RFP.

Contractor shall not be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations or by other Federal agencies.

INVOICING

Invoices are to include the contract control number, date(s), and a list of exact services performed, within 30 days from the end of the monthly billing period.

Invoices shall be sent to Homes for Good Housing Agency, 100 W. 13th Avenue, Eugene, OR 97401 or emailed to ap@homesforgood.org and the respective third-party property management company.

INDEMNIFICATION

- a) To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Homes for Good Housing Agency, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.
- b) Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.
- c) In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- d) Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in Homes for Good Housing Agency's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- e) The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.



INSURANCE REQUIREMENTS

At the signing of the contract, the awarded Contractor is required to provide the Agency with Certificates of Insurance showing the following Insurance is in force and will insure all operations under this contract.

General Contractor's General Liability

- **Workers' Compensation:** In accordance with State Law, the general Contractor, its subcontractor, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.
- **Commercial General Liability & Professional Liability:** The minimum limit of liability shall be \$1,000,000 per occurrence written, with a combined single limit for bodily injury and property damage.

Cancellation, Renewal and Modification

Contractor shall maintain in effect all insurance coverages required under the Contract at Contractor's sole expense and with insurance companies acceptable to Homes for Good. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to Homes for Good. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with Homes for Good prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, Homes for Good may purchase such coverage as desired for Homes for Good's benefit and charge the expense to Contractor or terminate the Contract for default.

Certificates of Insurance

Certificates of insurance and copies of all insurance policies and endorsements shall be delivered to Homes for Good prior to commencement of the Work, or as soon thereafter, as is practicable. Renewable certificates shall be delivered to Homes for Good no later than thirty (30) days subsequent to the certificate's expiration date. No contract will be signed until the certificate of insurance has been received and approved by Homes for Good.

If the insurance expires or is cancelled during the term of the contract, services and related payments will be suspended. Certificates shall be addressed to Homes for Good Housing Agency, ATTN: Asset Management, 100 W 13th Avenue, Eugene OR 97401.

Additional Insured

The General Contractor's General Liability policy shall name the Homes for Good as Additional Insured, with an attached endorsement page, showing the additional insured as: Homes for Good Housing Agency, 100 West 13th Avenue, Eugene OR 97401



SUBCONTRACTORS

Subcontractors are not permitted under this contract.

GENERAL REQUIREMENTS

The general rules and conditions which follow apply to all proposals issued by Homes for Good unless otherwise specified.

Request for Proposal (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a request for proposal and is thus a solicitation for responses.

Conversely, this request for proposal is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding contract between Homes for Good and the offeror, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the offeror and Homes for Good.

Subletting of Contract: Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Homes for Good, but in no case shall such consent relieve the offeror from their obligations, or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

If any offeror is in doubt as to the intent or meaning of any part of this RFP, or should Homes for Good omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the offeror should contact clarson@homesforgood.org with questions.

Offerors are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a contractor implies contractor acceptance of the terms and conditions herein, unless otherwise stated.

The format of the contractor's proposal must be consistent with the format of the specifications listed. All participating Contractors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items will result in the proposal being considered non responsive. Failure to provide sufficient information for the evaluation criteria will result in loss of points.

The offeror is responsible for all costs related to the preparation of this Proposal.



PROPOSAL SUBMITTAL REQUIREMENTS

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria. Provide a clear and concise (not just generic sales or contract documents) response that identifies how your solution will improve the existing LIHTC project, financial audit and tax return service experience for Homes for Good. Proposals not containing all of the items listed below may be determined nonresponsive by Homes for Good.

For consistency and to facilitate evaluation of all proposals, offerors shall include the following in their response to this RFP.

- a) Cover Page. Proposals must be signed and include the firm name, local address, telephone number, the name of the person authorized to submit the proposal, along with the person's title and telephone number, and the name and title of the person authorized to execute a contract.
- b) Table of Contents. Each proposal shall include a clear identification of the proposal contents by section and by page number.
- c) Executive Summary (Limit Two Pages). Each proposal shall include an Executive Summary section indicating the respondent's:
 - a. Brief understanding of the scope of the proposal,
 - b. General overview of proposed plan to provide all requested services,
 - c. A statement as to the respondent's qualifications to perform all services,
 - d. Proposed team and resources available to perform the services,
 - e. Principal contact.
- d) Statement of Qualifications and Experience. Provide a statement as to the offeror's qualifications to perform the services and detailed resumes of the staff who would be assigned to the projects. These should include experience in implementing and completing the proposed scope of work. Include type of job assignments, historical experience and educational backgrounds.
- e) Work Proposal and Approach. A detailed description of your understanding of the Scope of Services and how you propose to meet the requirements to help Homes for Good achieve its goals and objectives. This should include a review of the services you will provide and a detailed description of the qualifications your organization has to provide those services and how the proposed program meets or exceeds the Scope of Services.
- f) Technical Assistance Team. Homes for Good is seeking qualified and experienced staff that can answer technical questions regarding LIHTC development projects, and LIHTC tax and accounting issues.
- g) References (Limit Two Pages). Provide three (3) references from current clients of a similar size and nature to Homes for Good who receive similar services. Include the company name, contact name, phone number, and a description of the services provided.
- h) Cost Proposal (Limit Three Pages). Each cost proposal shall indicate specifically what is included in the proposed fee, plus any additional fee for service items if applicable. Provide a schedule of hourly rates for staff (partner, manager, associate) for consulting services. With respect to pricing, Price Structure is to be firm, fixed unit pricing for the following services:
 - a. Qualified LIHTC Tenant Certification, cost per LIHTC unit
 - b. Tax Credit Certification
 - c. Cost Segregation Study



- d. Tax Preparation (in development and in operations)
- e. Project Financial Audit Services (in development and in operations)
- i) The proposal should include the firm's Diversity/Equity/Inclusion strategies. This section will be evaluated on the contractor's commitment to engaging diverse populations particularly those facing disparities. Maximum score will be given to contractors that have formally adopted Diversity, Equity, and Inclusion strategies and MWESB strategies. The following information should include:
 - a. Describe your firm's DEI strategies to removing barriers and creating opportunities for populations facing disparities in order to maximize workforce diversity.
 - b. Describe whether your firm is Minority and Women Owned, and Emerging Small Businesses (MWESB) participation and/or Section 3 participant.

EVALUATION PROCESS

Homes for Good will appoint an Evaluation Committee. The Evaluation Committee will review proposals submitted in response to this RFP. The committee may, at its discretion, decide to interview the offerors.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the offeror. The evaluation process shall be based on a 100-point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of Homes for Good. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds Homes for Good's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting Homes for Good's requirements and terms and conditions, pricing, and overall responsiveness to the RFP.

Contractor submission of a proposal implies contractor acceptance of the evaluation technique and contractor recognition that some subjective judgments shall be made by Homes for Good during assignment of points.

All contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract.



SCORING CRITERIA

Qualifications and Experience: Firm’s experience providing the services required under this contract and qualifications of the firm’s staff as it relates to this project. This shall include a list and resumes for the entire audit team, including partners, managers, and audit staff, and shall specify qualifications (CPA, CPA Candidate, and experience the senior and manager have on performing audits of similar size and entity type).	25 points maximum
Work proposal and approach	20 points maximum
Technical assistance team	15 points maximum
Cost Proposal	30 points maximum
DEI/Diversity/Equity/Inclusion	10 points maximum
TOTAL POSSIBLE POINTS	100 points maximum

TARGET TIMELINE

Offerors may contact Cori Larson by email at clarson@homesforgood.org for further information regarding this process or to request clarification.

- November 18, 2024 - Request for Proposal Issue Date
- November 22, 2024 – Deadline for Questions
- November 27, 2024 - Issue Final Addendum (If Necessary)
- December 5, 2024 – Proposals Due by 2:00pm
- December 12, 2024 – Evaluation Committee
- December 17, 2024 – Interviews (If Necessary)
- December 19, 2024 – Selection of Firm



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



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AWARD

Rejection of Proposals: Homes for Good reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. Homes for Good also reserves the right to reject the proposal of any offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a offeror who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

Selection: Homes for Good desires to enter into negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who negotiates a project cost with Homes for Good that is fair and reasonable. Homes for Good may conduct discussions with any offeror who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by Homes for Good will be deemed preliminary in nature, the document and process will be deemed confidential until the successful offeror is selected. Homes for Good is not required to accept the proposal with the lowest cost estimate.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the deadline date for receipt of the proposals without the written consent of Homes for Good. In no way does this request for proposal constitute a contract, or obligate Homes for Good in any way.

A firm, fixed-price contract for the work will be awarded in accordance with Homes for Good's procurement policies to the Contractor that submits the highest rated proposal which will be graded on the scoring criteria. The awarded Contractor will be required to provide the following:

- Certificate of Insurance as Defined by this RFP
- State of Oregon Business License
- IRS Form W-9