

Borough of Highland Park Housing Authority

242 South 6th Avenue Highland Park, NJ 08904

Phone: (732) 572-4420

Fax: (732) 985-6485

Donna Brightman, Executive Director

Request for Proposals

For:

**Professional Fee Accountant Services
From April 1, 2017 – March 31, 2019**

for the

**HIGHLAND PARK
HOUSING AUTHORITY**

February 2017

Sealed Proposals due no later than 2:00 PM on Wednesday, February 22, 2017

Welcome to the Highland Park Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.

The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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**REQUEST FOR PROPOSAL
HIGHLAND PARK HOUSING AUTHORITY
Fee Accountant Services for a Two-Year Period**

I. INTRODUCTION

The Housing Authority of the Borough of Highland Park (HPHA), New Jersey will accept proposals for a Fee Accountant. It is the HPHA's desire to retain and employ a duly qualified accountant or accounting firm to act as the Fee Accountant who shall perform on site services (two visits monthly) to the HPHA's books and records on a monthly basis. All services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (including the HUD Accounting Handbook, Financial Management Handbook, HUD Audit Guidelines and the Annual Contributions Contract and Project Based Asset Management) provided that such compliance is in the best interest of the HPHA and is required by law.

The scope of services requested of the Fee Accountant will relate to all of the HPHA's programs including, but not limited to, 24 units of Public Housing, 100 units of senior citizen housing, 145 units of Housing Choice Vouchers and the Capital Fund Programs (CFP) as well as all other grant programs as awarded. The HPHA's fiscal year runs from April 1 through March 31.

Accountants submitting proposals to the RFP must be licensed to do business in the State of NJ and not be suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

II. QUALIFICATIONS

1. Must be a Certified Public Accountant (C. P. A.) licensed in the State of New Jersey or a licensed Public Accountant.
2. Must have experience representing Housing Authorities and have an understanding of HUD funded programs and related federal regulations.
3. Must be approved by the United States Department of Housing and Urban Development.

III. TERM OF CONTRACT

The term of this contract period shall be for two (2) years commencing April 1, 2017 through March 31, 2019.

All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

IV. TECHNICAL SPECIFICATIONS

SERVICES REQUIRED:

1. The HPHA requires accounting services and advice in the planning and daily operation of its various housing programs on a monthly basis with at least two on site visits per month.
2. The Fee Accountant shall provide a detailed Work plan in their Proposal demonstrating comprehension of the objectives and scope of services provided in the RFP. The Work plan must clearly describe and detail the Fee Accountants approach to timely perform and complete all services required in the RFP and must include the Firm's staff assigned to complete the service.
3. The services will not constitute an audit of the financial statements of the HPHA but rather should be viewed as external accounting service.

SCOPE OF SERVICES:

1. Review and analyze monthly, the books of accounts and records of the HPHA in accordance with the procedures outlined by the HPHA's administration.
2. Prepare and review necessary journal vouchers.
3. Review controls of costs and finances.
4. Prepare and review reports and balance sheets required by Federal, State and/or local laws, statutes or regulations.
5. Prepare and review budgets and budget revisions.
6. Be available and serve as consultant on accounting, funding and other financial matters.
7. Prepare all HUD financial statements as required and in accordance with the scheduled list in HUD 7475.1 REV.
8. Prepare and submit required HUD Form 52681B, Section 8 quarterly report
9. Review monthly and quarterly Payroll Reports and Tax Deposits.
10. Prepare financial status reports of all programs to be presented to the Board of Commissioners each quarter at the BOC meetings.
11. Inform the Executive Director of any matters that come to their attention which causes them to believe that any errors or irregularities or illegal acts may exist.
12. Prepare quarterly CFP reports and annual Performance Evaluation Report.
13. Prepare FASS financial data and submit to REAC.
14. Assist in the preparation of the PHAS Certification to REAC.
15. Review PHA investments, report and make recommendation to the Executive Director on such matters.
16. Review financial policies and procedures and make recommendations as appropriate.
17. Review bank escrow accounts and reports.
18. Provide financial records, statements and assistance for the Annual Independent Audit; and other audits as necessary.
19. Be compliant with PHA Asset Management provisions, rules and regulations as revised.

The Highland Park Housing Authority reserves the right to reject any and all bid proposals.

V. SELECTION PROCESS

1. The contract will be awarded to the offer submitting the proposal which is most advantageous to the HPHA considering price and other criteria as determined by the HPHA in accordance with the Evaluation Factors contained in Section VI below.
2. The proposal must include the resumes of the individual(s) who propose to work for the HPHA and

at least five recent references (housing authorities most preferred, similar businesses next preferred) which contain business name, address, telephone number and name of contact person. The Evaluation Committee may contact any and all references to verify or clarify knowledge and or experience in evaluated areas as demonstrated with other clients.

VI. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATION SYSTEM

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

<u>FACTORS:</u>	<u>POINTS</u>
1. Specific experience with similar projects; number of years in business	10
2. Qualifications/Experience with Housing Authorities/HUD	30
3. Proposed Work Plan	20
4. Cost for services.	30
5. Ability to perform services; staff assigned; response time/availability	10
Maximum Total Points	100

VII. SUBMISSION REQUIREMENTS—In addition to form HUD-5369-B, Instructions to Bidders for Non-Construction Contracts, included herein, bidders shall adhere to the following:

- Interested firms shall submit an original and three (3) copies of their proposals to Donna Brightman, Executive Director, Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904 no later than 2:00 PM prevailing time on Wednesday, February 22, 2017 by mail or delivery. The proposals must be sealed in an envelope clearly marked “**Fee Accountant Services-do not open before 2/22/17 at 2:00 PM**” with the Proposer’s name, address, telephone number and fax number.
- The resumes of the individual(s) who propose to work for the HPHA and at least five recent references (housing authorities most preferred, similar businesses next preferred) which contain business name, address, telephone number and name of contact person. The Evaluation Committee may contact any and all references to verify or clarify knowledge and or experience in evaluated areas as demonstrated with other clients.
- Detailed explanations of evaluation factors 1-5 under part VI above.
- A completed bid proposal form (see evaluation factor 4 above).
- A signed Stockholder Disclosure Certification (included herein).
- A signed Non-Collusion Affidavit (included herein).
- A Business Registration Certificate.
- A signed form HUD-5369-C, Certifications, Representations of Offerors Non-Construction Contract (included herein).

Thank you for your interest!

NOTICE
REQUEST FOR PROPOSALS
HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK
PROFESSIONAL FEE ACCOUNTANT SERVICES FOR A TWO-YEAR PERIOD

The Housing Authority of the Borough of Highland Park (HPHA), New Jersey will accept proposals for a Fee Accountant. It is the HPHA's desire to retain and employ a duly qualified accountant or accounting firm to act as the Fee Accountant, who shall perform on site services (two visits monthly) to the Authority's books and records on a monthly basis for an annual period commencing April 1, 2017 through March 31, 2019. All services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development, (including the HUD Accounting Handbook, Financial Management Handbook, HUD Audit Guidelines, the Annual Contributions Contract and Project Based Asset Management) provided that such compliance is in the best interest of the Authority and is required by law.

The scope of services requested of the Fee Accountant will relate to all of the HPHA's programs including, but not limited to, 24 units of Public Housing, 145 units of Housing Choice Vouchers and the Capital Fund Program (CFP) as well as all other grant programs as awarded.

The complete RFP may be obtained a by downloading from www.highlandparkhousing.org. **SEALED PROPOSALS** in response to this "RFP" (original and three copies) are **due no later than 2:00 PM on Wednesday, February 22, 2017** and shall be addressed as requested in the RFP.

The HPHA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services. Bidders are required to comply with the requirements of P.L. 1975 Chapter 127 (N.J.A.C. 17:27). The HPHA reserves the right to reject any and all proposals.

Advertised: Home News – 2/1/17

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Borough of Highland Park, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of HPHAt ever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Highland Park Housing Authority

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

**FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE
CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!**

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Highland Park Housing Authority Bid Proposal Form

The undersigned, having fully familiarized themselves with all aspects of the proposal/contract and the Invitation, hereby proposes the Fee Accounting Services as per the Request for Proposals dated February 22, 2017 at the following cost:

Two-year lump sum of \$_____

(_____)

words

payable in 24 monthly payments of \$_____

(_____) per month.

words

FIRM NAME _____

Federal ID# _____

Address _____

Signature of Authorized Agent / Title _____

Print or Type Name _____ **Date** _____

Phone Number _____ **Fax Number** _____

Email Address _____

Highland Park Housing Authority

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Limited Liability Corporation ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Highland Park Housing Authority

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the Highland Park Housing Authority relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon
an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

-
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

PROPOSAL DOCUMENT CHECKLIST

PROPOSAL DOCUMENT CHECKLIST*

Required by the HPHA	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	An Original and 3 copies of entire Proposal	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Evaluation Factors 1-5 Support	
<input type="checkbox"/>	References and Resumes	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Valid State of NJ Business Registration Certificate	
<input type="checkbox"/>	Form HUD-5369-C, Representations of Offerors	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

SAMPLE AGREEMENT-do not submit!

AGREEMENT FOR FEE ACCOUNTANT SERVICES

THIS AGREEMENT, made and entered into this 1st day of April, 2017 by and between **THE HOUSING AUTHORITY OF THE TOWNSHIP OF HIGHLAND PARK (the “Authority”)** and **_____**, (the “Accountant”).

WITNESSETH:

WHEREAS, the Authority desires to retain and employ said Accountant in matters connected to the accounting books and records for the Authority; and

WHEREAS, the Accountant desires to accept the position of advisor for the Authority in matters connected to the accounting books and records for the period beginning April 1, 2017 and ending March 31, 2019.

NOW, THEREFORE, in consideration of the foregoing premises and of the following, it is mutually agreed by the Authority and the Accountant as follows:

1. That the Authority hereby retains and employs the Accountant to act as Fee Accountant in matters concerning the accounting books and records of the Authority, and the Accountant hereby accepts such appointment.
2. That the Accountant in addition to the maintenance of the books and records of the Authority shall:
 - a. Review and analyze monthly, the books of accounts and records of the Authority in accordance with the procedures outlined by the Authority’s administration.
 - b. Prepare and review necessary journal vouchers.
 - c. Review controls of costs and finances.
 - d. Prepare and review reports and balance sheets required by Federal, State and/or local laws, statutes or regulations.
 - e. Prepare and review budgets and budget revisions.
 - f. Be available and serve as consultant on accounting, funding and other financial matters.
 - g. Prepare all HUD financial statements as required and in accordance with the scheduled list in HUD 7475.1 REV.
 - h. Prepare and submit required HUD Form 52681B, Section 8 quarterly report
 - i. Review monthly and quarterly Payroll Reports and Tax Deposits.
 - j. Prepare financial status reports of all programs to be presented to the Board of Commissioners each quarter at the BOC meetings.
 - k. Inform the Executive Director of any matters that come to their attention which causes them to believe that any errors or irregularities or illegal acts may exist.
 - l. Prepare quarterly CFP reports and annual Performance Evaluation Report.
 - m. Prepare FASS financial data and submit to REAC.
 - n. Assist in the preparation of the PHAS Certification to REAC.
 - o. Review PHA investments, report and make recommendation to the Executive Director on such matters.
 - p. Review financial policies and procedures and make recommendations as appropriate.
 - q. Review bank escrow accounts and reports.

- r. Provide financial records, statements and assistance for the Annual Independent Audit; and other audits as necessary.
3. That the Authority shall pay the Accountant for the above services in the sum of _____ for the two-year period payable at _____ per month for twenty-four months from April 1, 2017 through March 31, 2019. Additional services approved in advance by the Authority will be billed at the applicable hourly rates.
4. That the parties hereby expressly agree that this contract shall not be deemed to create an employer-employee relationship between the Authority and the Firm, respectively, and no rights or privileges of an employee to the Authority shall inure to the Firm.
5. That this contract shall be governed by the laws of the State of New Jersey.
6. That this instrument contains the entire agreement of the parties. This instrument may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

THIS AGREEMENT shall extend to and be binding upon the successors and assigns of the Authority.

IN WITNESS WHEREOF, the Authority and the Accountant have hereunto set their hands and the seal of the Authority this ____ day of _____, 2017.

HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK

By: _____
Donna F. Brightman, Executive Director

ACCOUNTANT

By: _____

Print Name and Title: _____

Firm Name: _____

Address: _____

Phone: _____

Email: _____