

REQUEST FOR PROPOSALS FOR FEE ACCOUNTING SERVICES

The Housing Authority of the City of Millville and its subsidiary, Holly City Development Corporation (hereinafter referred to as the “Authority”) requires the services of a qualified individual or firm to provide the Authority with necessary

FEE ACCOUNTING SERVICES

Which services shall be furnished on a monthly basis, at an estimated SIXTEEN (16) hours per month, over a period of one (1) year.

SCOPE OF SERVICES

The services to be provided are set forth under Exhibit “A” – Scope of Services. Respondents are encouraged to contact the Authority’s Executive Director, Paul Dice, with any questions.

FORM OF FEE ACCOUNTING SERVICE CONTRACT ATTACHMENTS THERETO

Same are set forth under Exhibit “B” hereof

PROPOSAL REQUIREMENTS

The respondent must be a Certified Public Accountant licensed to practice by the State of New Jersey as a licensed Public Accountant.

A copy of the respondent’s license to practice should be included with the proposal.

Proposals shall contain a description of the respondent’s qualifications and experience (see specifics cited below). A schedule of hourly billing rates for all categories of staff who will be assigned to perform contract services. If a contract is awarded: other charges, if any, to be billed under the contracts respondent’s proposed total contract fee; an executed Non-Collusive Affidavit and a completed Company Information Sheet.

The description of respondent’s qualifications and experience shall evidence/ demonstrate possession of a broad and practical knowledge of HUD rules, regulations and requirements, and federal law and applicable procedures pertaining to the Scope of Services set forth under Exhibit “A” hereof: strong, analytical, interpretative, and oral and written communication skills, particularly with regard to said Scope of Services, and skills, capabilities and work experience of a level that would assure completion of the contract services in a timely and satisfactory manner.

The proposal should also include a signed statement to the effect that the respondent is not debarred or suspended from the practice by an authority with such jurisdiction.

In addition, the proposal should include the following forms completed, signed, and dated:

1. Disclosure of Ownership Form
2. Non-Collusion Affidavit
3. Professional Service Entity Information Form
4. Insurance Requirement and Acknowledgement Form
5. Mandatory Equal Employment Opportunity Notice

OTHER REQUIREMENTS

In accord with the State of New Jersey of 2004 A-13130, CH57, as of September 1, 2004 all parties doing business with public agencies, in the State of New Jersey, excluding non-profit organizations and other government agencies are required to be registered with the NJ State of Department of Treasury and to provide such agencies with a copy of their Business Registration Certificate before entering into a contractual agreement (formal contract, purchase order, etc.) with such agencies for the provision of goods or services at a cost in excess of 15% of the State mandated bid threshold.

The subject registration can be accomplished via the internet:

<http://www.nj.gov/dca/lgs/lpcl/busregis/nj-reg-a.pdf>

Respondents are advised of the responsibility to file an annual disclosure statement on political contributions with the State of New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44-A-20.13 (P.L. 2005, c. 271. s 3) if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELC at 888-313-3532 or at www.elec.state.nj.us.

EVALUATION CRITERIA

Proposals will be evaluated based on the degree to which a respondent meets the qualifications and experience requirements and the degree of acceptability of his/her/its proposed hourly billing rates, other charges, if any, and the total contract fee. A weight of 0% to 60% will be assigned to his/her/its qualifications and experience: and a weight of 0% to 40% will be assigned to his/her/its proposed hourly billing rates, other charges, if any, contract fee, based on the degree of acceptability of same to the Authority.

A Housing Authority evaluation panel of three (3) or more members will be established.

CONTRACT AWARD

The contract award will be made through a “fair and open” procurement process, pursuant to N.J.S.A. 19:44A-20.4 et. Seq.

It is the Housing Authority’s intent to award a contract for the service required thereunder in accord with competitive proposal procedures which provide for negotiations; however, if the quality of the initial proposal received is such that no purpose would be served by conducting negotiations the Authority will award a contract without discussion/negotiations.

The Housing Authority retains the right to reject any and all proposals or to award a contract to the respondent whose proposal is deemed to be most advantageous to the Authority, taking into consideration the evaluation factors cited above. Each unsuccessful offeror will be notified in writing promptly if a contract award is made under this RFP, such notice will identify the successful contractor, provide a brief explanation of the reasons the unsuccessful offeror was not selected, and provide an opportunity for a debriefing meeting with the Authority’s Contract Officer to discuss any questions.

SUBMISSIONS OF PROPOSALS

Proposals (original +2) shall be delivered to the Housing Authority no later than 3:00 P.M. on the 12th day of November, 2009. Same shall be addressed as follows:

Mr. Paul Dice, Executive Director
Millville Housing Authority
1153 Holly Berry Court
Millville, New Jersey 08332
Tel (856) 825-8860

All proposals shall be submitted in sealed envelopes; the wording

“PROPOSAL FOR FEE ACCOUNTING SERVICES”

shall appear on the fact thereof.

Attachments: Proposed Contract Form other forms, exhibits and attachments referred to in RFP

Paul Dice, Executive Director

MILLVILLE HOUSING AUTHORITY
Scope of Fee Accounting Services

Subject services shall be furnished with regard to the Authority's low-rent public housing program (506 units); Housing Choice Voucher Program (approximately 182); and Capital Fund Program.

The Accountant shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the Authority, the following:

1. Review, in accordance with established accounting procedures and applicable HUD regulations, the Authority's books of account and other financial records and propose changes where needed.
2. Review bank statements and reconciliations as needed.
3. Review monthly budget to actual financial statements prepared by staff.
4. Review and assist in the preparation of Public Housing and other programs operating budgets and revisions thereto.
5. Assist staff in preparing year-end financial statements for submission to HUD and other responsible parties, as required.
6. Monitor required controls with regard to costs and finances.
7. Review work of Authority's bookkeeping staff and provide direction and training needed to assure that bookkeeping operations/functions/tasks are performed in a manner consistent with HUD requirements and acceptable bookkeeping practices.
8. Provide Authority with guidance and instructions on day-to-day fiscal operations, as needed.

CONTRACT

THIS AGREEMENT made this ____ day _____, 20____ by and between _____ a _____ Corporation/Partnership/Individual doing business as: _____ (state)
(strike out inapplicable term)

hereinafter called the “Contractor”, and the Housing Authority of the City of Millville, a duly authorized and existing Housing Authority (hereinafter referred to as the “Authority”).

WITNESSETH: That the Contractor and the Authority for the consideration stated hereinafter mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK The Contractor shall furnish all labor, material, equipment and services, perform and complete all work required for _____ in strict accordance with the Request for Proposals, dated _____ 20____, and the Proposal as submitted, dated _____, 20____ which documents are incorporated by reference herein and made a part hereof.

ARTICLE 2. STANDARD OF WORK All work shall be performed to a high standard as compared to the quality of work normally and customarily performed in the local area and in accord with the specifications and standards set forth in the Proposal and the Request for Proposal.

ARTICLE 3. CONTRACT PRICE The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the Request for Proposals, the sum of _____

ARTICLE 4. PAYMENT The Authority shall pay the Contractor monthly within thirty (30) days of an invoice being received by the Authority from the Contractor for services performed for the previous month. Such invoice shall specify the actual dates on which such services were provided; the number of hours of service provided on each of such dates, the hourly billing rate; the total number of hours of service provided during the billing period; the total amount billed; and shall also provide brief descriptions of the actual work performed on each date.

It is understood and agreed that the Contractor will not be bill for travel time, unless such travel is authorized in advance, and in writing by the Authority’s Executive Director.

ARTICLE 5. TERM OF CONTRACT The term of this contract shall begin when a Notice of Proceed is issued by the Authority to the Contractor, and shall be completed within one (1) year of the date first above written.

ARTICLE 6. CONTRACT DOCUMENTS The Contract shall consist of the following documents:

- A. This Contract
- B. Mandatory Equal Employment Opportunity
- C. Part II, Terms and Conditions
- D. Request for Proposal
- E. Contractor’s Proposal

This instrument together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form of the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated is this Article 6 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 7. WORK PRODUCT All documents, studies, reports and data produced by contract, or under the terms and conditions of this Contract, shall be the property of the Authority, and shall be delivered to the Authority upon request. The Authority may use the work product in any manner it deems fit.

ARTICLE 8. REVIEW OF RECORDS During the term of this Contract, and for a one (1) year period following, the Authority shall have the right to review all work records, logs, documents, data and other documents in the possession of the Contractor relative to this Contract.

ARTICLE 9. TERMINATION Termination of this Contract shall be in accord with the termination provisions set forth in Part II, Terms and Conditions.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties hereto have executed this contract as of the day and year first above written.

ATTEST/WITNESS

_____ **By** _____
Title
Business Address

(Street)

(City)

ATTEST

**HOUSING AUTHORITY OF
THE CITY OF MILLVILLE**

_____ **By** _____
Secretary **Chairman**

(Print or type the names underneath all signatures)

PART II
TERMS AND CONDITIONS

1. Termination of Contract Cause If, through any cause, the Contractor shall fail to full-fill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the Authority from the Contractor is determined.

2. Termination for Convenience of Authority The Authority may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: **provided**, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributed to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes The Authority may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments to this Contract.

Terms and Conditions (continued)

4. Personnel

a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Withholding of Salaries If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

6. Claims and Disputes Pertaining to Salary Rates Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decision which shall be final with respect thereto.

7. Equal Employment Opportunity During the performance of this Contract, the Contractor agrees as follows:

See attached Mandatory Equal Employment Opportunity Language.

8. Discrimination Because of Certain Labor Matters No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

9. Compliance with Local Laws The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

Terms and Conditions (continued)

10. Subcontracting None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The contractor shall be as fully responsible to the Authority for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

11. Assignability the contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Authority: **provided**, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

12. Interest of Members of Authority no member of the governing body of the Authority, and no other officer, employee, agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

13. Interest of Other Local Public Officials No member of the governing body of the locality in which the Project Area is situated, and no other public officials of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. Interest of Contractor The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. Findings Confidential All of the reports, information, data, etc. prepared or assembled by the Contractor are confidential and the Contractor agrees that they shall not be made available to nay individual or organization without the prior written approval of the Authority.

17. Maintenance of Records the Contractor shall maintain all records generated under this Contract for a period of three (3) years after the Authority makes final payment hereunder and all other matters are closed.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 forth 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, gender identity or expression, disability, nationality 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted 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, gender identity or expression, disability, nationality 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 personal 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 targeted 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, gender identity or expression, disability, nationality 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

Certification

I, _____, certify that I am the
_____ of the corporation named as
Contractor herein, that _____

Who signed this contract on behalf of the Contractor, was duly signed for and in behalf of said corporation by the Authority of its Governing body, and is within the scope of its corporate powers.

_____SEAL

NON-COLLUSIVE AFFIDAVIT

State of _____ } ss.

County of _____ }

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices of affiant or of any other bidder, or to secure any advantages against the Housing Authority of the _____ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By _____

Title

Subscribed and sworn to before me

This ____ day of _____, 20____

My commission expires _____, 20____

