

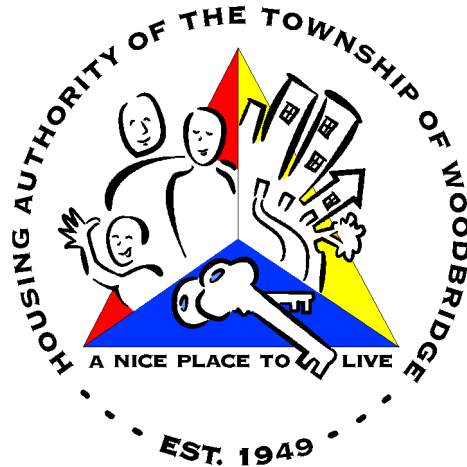
# Housing Authority of the Township of Woodbridge

10 Bunns Lane, Woodbridge, NJ 07095-1726

Phone: (732) 634-2750

Fax: (732) 634-8421

Donna Brightman, Executive Director



Request for Proposals (RFP)

## **PROFESSIONAL AUDIT SERVICES FISCAL YEAR ENDING 9/30/2018**

October 2018

**RFP Due Date: Tuesday, October 30, 2018 by 11:00 a.m.**

# **Welcome to the Woodbridge 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 Housing Authority of the Township of Woodbridge, New Jersey, was created October 14, 1949. The Township Ordinance creating the Authority was adopted August 16, 1949.*

*The Authority is composed of 150 units of family public housing, 415 units of senior citizen public housing and 405 units of Section 8 housing.*

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

## **Mission Statement**

It is the mission of the Woodbridge Housing Authority to:

- ◆ Provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units;
- ◆ Create an environment which enables residents to live responsibly and with dignity;
- ◆ Support residents in their effort to achieve self-sufficiency;
- ◆ Honor public commitments in a fiscally and ethically responsible manner;
- ◆ Create and maintain public confidence in the Authority’s operations and staff;
- ◆ Ensure that the facilities owned and managed by the WHA are marketable in the community and are appealing to residents;
- ◆ Enable the WHA staff to improve their performance through appropriate vision, education, training and career development;
- ◆ Maintain a level of communications between employees, referral agencies, residents and the general public to provide up-to-date and responsive service to the public served by the WHA;
- ◆ Establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve its performance objectives; and
- ◆ Assist the city, state and national governments in identifying and addressing housing needs.

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# PROPOSAL FOR AUDIT SERVICES

## **I. PURPOSE:**

The Housing Authority of the Township of Woodbridge, New Jersey (Authority) will accept proposals for "Audit Services" for the fiscal year 10/1/17 to 9/30/18. It is the Authority's desire to employ a duly qualified accountant or accounting firm to act as the Auditor who shall perform on the Authority's books and records for the period commencing October 1, 2017 through September 30, 2018. All audit 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 in compliance with all Asset Based Management requirements) provided that such compliance is in the best interest of the Authority and is required by law. The Audit will be performed in accordance with Circular OMB A-133. The successful bidder shall be required to submit a draft audit on or before February 28, 2018.

The scope of the "Audit Services" being requested will relate to all of the Housing Authority's programs including, but not limited to, family public housing (150 units, 64 of which converted to RAD 1/1/18), senior/disabled public housing (415 units, 355 of which converted to RAD 12/1/2017 and 60 converted 6/1/18), Section 8 Voucher Program (405 units), Capital Fund Program (CFP), including Leveraging Pool, Federal and Stimulus Grants, Community Development Block Grants (CDBG), Resident Opportunities and Self Sufficiency (ROSS) and two RAD Conversions. The scope of services must include the auditor performing the Attestation function to REAC, as required by HUD.

## **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 an understanding of HUD funded programs and related federal regulations *and* State of New Jersey funded programs and regulations.
3. Must be approved by the United States Department of Housing and Urban Development.

## **III. PROPOSAL SUBMISSION**

All qualified candidates interested in submitting a proposal for "Audit Services" should submit a written proposal based upon a lump-sum fee, which shall state a fixed price for the Audit. All fees must be reasonable and include ten (10) copies of the final audit report and presentation to the Woodbridge Housing Authority Board of Commissioners at a regularly scheduled meeting to be determined by the Executive Director. A copy of the candidate's resume shall be attached to the proposal listing all previous experience and qualifications. A sample contract shall also be included.

Proposals shall include the following:

1. An original and three copies of entire proposal to the attention of Donna Brightman, Executive Director, 10 Bunns Lane, Woodbridge, NJ 07095 **no later than Tuesday, October 30, 2018 at 11:00 a.m.**
2. A signed and notarized Stockholder Disclosure Certificate, included herein.
3. A signed Certifications and Representations of Offerors for Non-Construction Contract (form HUD-5369-C), included herein.
4. A signed Affirmative Action Compliance Notice, included herein.
5. A statement that a draft audit will be provided to the authority on or before February 28, 2019.

**IV. PROPOSAL REVIEW**

Proposals will be determined considering price and other relevant factors and shall be awarded to the most advantageous proposal submitted to the Authority. All proposals will be reviewed according to the “Competitive Proposal” process outlined in the HUD Procurement Handbook 7460.8 and HUD Notice PIH 90-47. The proposal’s responsiveness to the above qualifications will be used to evaluate all proposals received in response to the RFP. Attached is the Proposal Rating System, which shall be used to evaluate all proposals, received in response to the RFP.

**COMPETITIVE PROPOSAL EVALUATION SYSTEM FOR PROFESSIONAL SERVICES**

<b><u>CRITERIA:</u></b>	<b><u>POINTS</u></b>
1. Specific experience with similar projects (Housing Authorities) Include in this section your references and the dates draft and final audits were completed	35
2. Company history/employee resumes	10
3. Cost (lump sum)	20
4. Comprehensiveness/responsiveness of proposal.	10
5. Audit approach: explain in detail the firm’s plan in understanding the Authority’s method of operation in order to perform an adequate audit.	25
<b>Maximum Total Points</b>	<b>100</b>

**Auditor is responsible for publishing any  
necessary documents after the audit.**

**END OF RFP PACKAGE**

- Please be sure you have:
- ✓ read all instructions
  - ✓ completed forms as required
  - ✓ supplied all required documentation
  - ✓ accurately address and label/identify your submission
  - ✓ assure timely delivery of completed RFP

Thank you for your interest!

**LEGAL NOTICE-REQUEST FOR PROPOSAL  
HOUSING AUTHORITY OF THE TOWNSHIP OF WOODBRIDGE  
PROFESSIONAL AUDIT SERVICES FYE2018**

The Housing Authority of the Township of Woodbridge (WHA), New Jersey will accept proposals for "Audit Services" for the fiscal year 10/1/17 to 9/30/18. It is the WHA's desire to employ a duly qualified accountant or accounting firm to act as the Auditor who shall perform on the Authority's books and records. All audit 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 Asset Based Management) provided that such compliance is in the best interest of the Authority and is required by law. The Audit will be performed in accordance with Circular OMB A-133. The successful bidder shall be required to submit a draft audit on or before February 28, 2019.

The scope of the "Audit Services" being requested will relate to all of the Housing Authority's programs including, but not limited to, family public housing (150 units, 64 of which converted to RAD 1/1/18), senior/disabled public housing (415 units, 355 of which converted to RAD 12/1/2017 and 60 converted 6/1/18), Section 8 Voucher Program (405 units), Capital Fund Program (CFP), including Leveraging Pool, Federal and Stimulus Grants, Community Development Block Grants (CDBG), Resident Opportunities and Self Sufficiency (ROSS) and two RAD Conversions. The scope of services must include the auditor performing the Attestation function to REAC, as required by HUD.

The RFP may be downloaded from [www.WoodbridgeHousingAuthority.org](http://www.WoodbridgeHousingAuthority.org) (follow link to bidding opportunities). **SEALED PROPOSALS** in response to this "RFP" (which must include an original and two copies) are **due no later than 11:00 a.m. on Tuesday, October 30, 2018** and should be addressed to Donna Brightman, Executive Director, Housing Authority of the Township of Woodbridge, 10 Bunns Lane, Woodbridge, NJ 07095 **"INDEPENDENT AUDIT PROPOSAL DO NOT OPEN BEFORE 11:00 a.m. on 10/30/18"**.

Woodbridge Housing Authority 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 Woodbridge Housing Authority reserves the right to reject any and all proposals.

Advertised: Home News Tribune – 10/2/18

# 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  
Proprietorship

Limited Liability Corporation

Corporation

Sole

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)

# AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

## GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**APPENDIX A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY AFFIRMATIVE ACTION LANGUAGE)**  
**(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.**

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

The contractor and the Woodbridge Housing Authority, (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. S121 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 whatever 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.

**CONTRACT FOR AUDITING SERVICES**

THIS CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and between

**Company Name  
Address**

Hereinafter referred to as 'Professional', and

**The Woodbridge Housing Authority  
10 Bunns Lane, Woodbridge, NJ 07095**

Hereinafter referred to as 'Authority',

**WITNESSETH**, that the Professional and Authority mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK:**

The Professional shall furnish all labor, material, equipment and services as requested in the Request for Proposals (RFP) dated October 30, 2018 for Professional Audit Services and as proposed by the Professional. Both the RFP and the proposal submitted by the Professional are incorporated herein by reference and made a part thereof.

**ARTICLE 2. THE CONTRACT PRICE:**

The Authority agrees to pay the Professional a lump sum fee of \_\_\_\_\_ (\$\_\_\_\_\_) upon satisfactory completion of the audit. Payment shall be made within 30 days of receipt of an invoice from the Professional.

**ARTICLE 3. CONTRACT DOCUMENTS**

The Contract shall consist of the following component parts:

- a. This Instrument; and
- b. RFP for Professional Auditing Services dated October 30, 2018; and
- c. The Proposal submitted by the Professional dated October 30, 2018; and
- d. Instructions to Offerors for Non-Construction (Form HUD-5369-B); and

This instrument, together with the other documents enumerated in this Article 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, form 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 in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda, if any, shall be construed in the order of preference of the component part of the Contract which each modified.

**ARTICLE 4: CONFLICTS OF INTEREST**

No member, officer, or employee of the Authority during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof, and no member of or delegate to the Congress of the United States of America or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefits which may arise therefrom.

**ARTICLE 5: TERMINATION**

Unless otherwise provided by any applicable General Conditions incorporated by reference into this contract under Article 3 herein, the performance of work under this contract may be terminated by the Authority whenever the Authority’s contracting officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Professional of a Notice of Termination specifying the extent to which the performance of work under the contract is terminated, and the date, which shall be not less than thirty (30) days, upon which such termination becomes effective.

In the event the Authority does so terminate this Contract, the Professional shall be entitled to compensation to the date of termination of either: 1) Where the contract price is based upon a period of time (e.g. annual or monthly compensation, an amount equal to the pro-rate monthly or annual compensation then unpaid); or 2) Where the contract price is not based upon a period of time (e.g. based upon delivery of goods or services), an amount equal to the pro-rata value of the work performed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Instrument for the Contract for Professional Auditing Services for the Authority’s fiscal year ending 9/30/18, executed as of the day and year first written above.

*Professional:*  
By: \_\_\_\_\_  
(signature of Contracting Officer)

Print name: \_\_\_\_\_  
Title \_\_\_\_\_

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Woodbridge Housing Authority:*  
By: \_\_\_\_\_  
(signature of Contracting Officer)

Print name: Donna Brightman  
Title: Executive Director

Business Address:  
10 Bunns Lane  
Woodbridge, NJ 07095  
732-634-2750