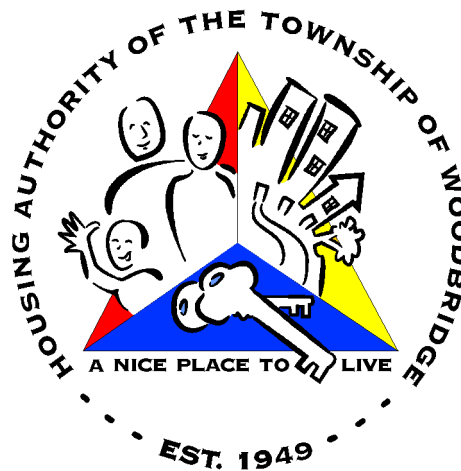


**Housing Authority of the Township of Woodbridge  
10 Bunns Lane, Woodbridge, NJ 07095-1726**

Phone: (732) 634-2750

Fax: (732) 634-8421

**Donna Brightman, Executive Director**



**Request for Proposals  
For:**

**Fee Accountant Services  
From June 1, 2019 – May 31, 2020**

May 2019

**Sealed Proposals due no later than 10:00 am on Tuesday, May 21, 2019**

# **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 415 senior/disabled citizen RAD units, 405 units of Section 8 housing and 565 Project Based Vouchers (PBV).*

*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.

## Table of Contents

### **SPECIFICATIONS**

I.	Introduction .....	4
II.	Qualifications.....	4
III.	Term of Contract.....	4
IV.	Responsibilities and Duties of Fee Accountant.....	4-5
	Scope of Services.....	5
V.	Selection Process.....	5-6
VI.	Evaluation Process.....	6
VII.	Submission Requirements.....	6

### **FOR REVIEW**

Legal Notice-Request for Proposals.....	7
Mandatory Affirmative Action Language.....	8
Americans with Disabilities Act of 1990 Language.....	9
Business Registration Certificate Information.....	10

### **FORMS REQUIRING SIGNATURES**

Proposal Form.....	11
Stockholder Disclosure Certification.....	12
Non-Collusion Affidavit.....	13
Certifications and Representations of Offerors.....	14-15

### **ADDITIONAL INFORMATION**

Appendix A-Sample Agreement.....	16-17
----------------------------------	-------

**REQUEST FOR PROPOSAL  
HOUSING AUTHORITY OF THE TOWNSHIP OF WOODBRIDGE  
Fee Accountant Services**

**I. INTRODUCTION**

The Housing Authority of the Township of Woodbridge (WHA), New Jersey will accept proposals from qualified professionals for Fee Accounting services commencing June 1, 2019 through May 31, 2020, renewable for one additional year at the agreement of both parties. It is the WHA'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 WHA'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 WHA and is required by law. The WHA's fiscal year is October 1 through September 30.

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 a one (1) year period commencing June 1, 2019 through May 31, 2020. The contract may be renewed for one additional year at the agreement of both parties and at the terms stated herein.

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. RESPONSIBILITIES AND DUTIES OF FEE ACCOUNTANT**

1. The WHA 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 WHA 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 WHA in accordance with the procedures outlined by the WHA’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 Family Self Sufficiency accounts and bank escrow 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 Woodbridge 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 WHA considering price and other criteria as determined by the WHA 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 WHA 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:

**FACTORS:**

**POINTS**

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	<u>10</u>
<b>Maximum Total Points</b>	<b>100</b>

**VII. SUBMISSION REQUIREMENTS** –further instructions may be obtained in form HUD-5369-B, Instructions to Bidders for Non-Construction Contracts, included herein.

- Interested firms shall submit one original and one copy of their proposals to Donna brightman, Executive Director, Woodbridge Housing Authority, 10 Bunns Lane, Woodbridge, NJ 07095 no later than 10:00 am prevailing time on Tuesday, May 21, 2019 by mail or delivery. The proposals must be sealed in an envelope clearly marked “**Fee Accountant Services-do not open before 10:00 am on 5/21/19**” with the Proposer’s name and address.
- The resumes of the individual(s) who propose to work for the WHA 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.
- A signed Non-Collusion Affidavit.
- A Business Registration Certificate.
- A signed form HUD-5369-C, Certifications, Representations of Offerors Non-Construction Contract, included herein.

***End of RFP Package***

# NOTICE

## REQUEST FOR PROPOSALS HOUSING AUTHORITY OF THE TOWNSHIP OF WOODBRIDGE FEE ACCOUNTANT SERVICES

The Housing Authority of the Township of Woodbridge (WHA), New Jersey will accept proposals from qualified professionals for Fee Accounting services commencing June 1, 2019 through May 31, 2020, renewable for one additional year at the agreement of both parties. It is the WHA'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 WHA'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 WHA and is required by law. The WHA's fiscal year runs from October 1 through September 30.

The complete RFP may be obtained at the Administration Office, 10 Bunns Lane, Woodbridge, NJ or by downloading from [www.woodbridgehousingauthority.org](http://www.woodbridgehousingauthority.org) (follow bidding opportunities link). **SEALED PROPOSALS** in response to this "RFP" (one original and one copy) are **due no later than 10:00 am on Tuesday, May 21, 2019** and shall be addressed as requested in the RFP.

The 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 –

**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 Township of Woodbridge, (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 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.

# **Woodbridge 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!**

# Woodbridge 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 May 21, 2019 at the following cost:

Annual lump sum of \$ \_\_\_\_\_, or \_\_\_\_\_

\_\_\_\_\_ (sum in words), payable in 12 monthly payments of

\$ \_\_\_\_\_, or \_\_\_\_\_ (price in words)  
per month.

Should the contract be awarded for the subsequent term commencing June 1, 2020 through May 31, 2021, the annual lump sum fee shall be \$ \_\_\_\_\_, or

\_\_\_\_\_ (sum in words),  
payable in 12 monthly payments of

\$ \_\_\_\_\_, or \_\_\_\_\_ (price in words)  
per month.

**FIRM NAME** \_\_\_\_\_

**Federal ID#** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signature of Authorized Agent / Title** \_\_\_\_\_

**Print or Type Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

# Woodbridge 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 \_\_\_\_\_, 2019.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

# Woodbridge 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 Woodbridge 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/offerors 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/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (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/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror 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/offeror 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/offeror 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/offeror 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/offeror, directly or indirectly, to any other bidder/offeror 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/offeror 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/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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:

---

# SAMPLE AGREEMENT

## AGREEMENT FOR FEE ACCOUNTING

This AGREEMENT made this 1<sup>st</sup> day of June in the year 2019 by and between

Firm Name  
Address

hereinafter called the "Accountant," and the

Housing Authority of the Township of Woodbridge  
10 Bunns Lane, Woodbridge, NJ 07095

hereinafter called the "Authority".

### **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 fee accountant for the Authority in matters connected to the accounting books and records for the period beginning June 1, 2019 and ending May 31, 2020.

**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 Family Self Sufficiency accounts and bank escrow 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 \_\_\_\_\_ payable \_\_\_\_\_ per month, for the period covering June 1, 2019 through May 31, 2020 and said compensation will be paid monthly. Additional services approved in advance by the Authority will be billed at the applicable hourly rates.

Should the Authority and Accountant agree to renew the contract for one additional term, the Authority shall pay the Accountant for the above services the sum of \_\_\_\_\_ payable \_\_\_\_\_ per month, for the period covering June 1, 2020 through May 31, 2021 and said compensation will be paid monthly. 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 Attorney have hereunto set their hands and seals of the Authority this 1<sup>st</sup> day of June, 2019.

ACCOUNTNANT

HOUSING AUTHORITY OF THE  
TOWNSHIP OF WOODBRIDGE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

*Signature*

DONNA F. BRIGHTMAN  
Executive Director

\_\_\_\_\_  
*Print Name/Title*

ATTEST:

\_\_\_\_\_  
*Seal*