

**HOUSING AUTHORITY CITY OF HOBOKEN**

400 Harrison Street, Hoboken, New Jersey 07030

Phone: 201-798-0370 Fax: 201-798-0164

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**REQUEST FOR PROPOSALS**

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**FEE ACCOUNTING SERVICES**

Issued: September 22, 2015.

**REQUEST FOR PROPOSALS**  
**FOR FEE ACCOUNTING SERVICES**

The Housing Authority of the City of Hoboken (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 over a period of twelve (12) months beginning on January 1, 2016 and ending December 31, 2016.

**SCOPE OF SERVICES**

The services to be provided are set forth under Exhibit "A" hereof Respondents are encouraged to contact the Authority's Executive Director for the purpose of familiarizing themselves with same.

**CONTRACT TERMS AND CONDITIONS**

Same are set forth under Exhibit "B" hereof

**PROPOSAL REQUIREMENTS**

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; respondent's proposed total contract fee; an executed Non-Collusive affidavit, New Jersey Business Registration Certificate 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; and skills, capabilities and work experience of a level that would assure completion of the contract services in a timely and satisfactory manner.

The Authority will not allow for reimbursement of ordinary expenses unless there is prior approval by the Authority. In addition, the Authority will not allow compensation for ordinary travel time between the awarded Contractor's offices and the offices of the Authority. These costs to the Contractor must be included in the hourly billing rate.

**EVALUATION CRITERIA**

Proposals will be evaluated based on the degree to which a respondent meets the qualifications and experience requirements, 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 75% will be assigned to his/her/its qualifications and experience; and a weight of 0% to 25% will be assigned to his/her/its proposed hourly billing rates and total contract fee.

based on the degree of acceptability of same to the Authority. The Authority anticipates approximately 288 hours of work annually.

### CONTRACT AWARD

It is the Housing Authority's intent to award a contract for the service required hereunder 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.

### SUBMISSION OF PROPOSALS

Proposals (original + PDF) shall be delivered to the Housing Authority no later than 3:00 P.M. on October 21, 2015. Same shall be addressed as follows:

Emil Kotherithara, Acting Executive Director  
Housing Authority of the City of Hoboken  
400 Harrison Street  
Hoboken, New Jersey 07030

All proposals shall be submitted in sealed envelopes; the wording

**"PROPOSAL FOR FEE ACCOUNTING SERVICES"**

shall appear on the front thereof.

**Issued:**

**Attachments: Proposed Contract**

**Disclosure of Ownership Form**  
**Mandatory Equal Employment Opportunity Form**  
**Non-Collusion Affidavit**  
**Political Contribution Disclosure Form**

Emil Kotherithara  
Acting Executive Director

**HOBOKEN HOUSING AUTHORITY**  
**Scope of Fee Accounting Services**

**Exhibit A**

*All work to be completed on the Authority's premises, which include visits for at least 20 hours per month and 68 hours at the Authority's fiscal year end.*

- Review, in accordance with established accounting procedures and applicable HUD regulations, the Authority's books of account and other financial records on a monthly basis
- Consult as to uses of funding sources provided from CFP and Operating Subsidies
- Determine and project any shortfall based on executed contracts and their funding requirements
- Be available to attend all monthly board meetings and finance committee meetings
- Prepare quarterly financial statements of costs as related to budget, and re-forecast as necessary
- Prepare financial reports, as required by HUD directives
- Inform HHA of new regulatory directives and the impact on HHA
- Draft correspondence to HUD and other regulatory agency inquiries and assessments related to financial operations
- Prepare public housing operating, Section 8 and NJ budgets, and revisions thereto with the assistance of the Finance Director
- Review HHA Investments and propose solutions to maximize ROI
- Monitor expenses and provide solutions to reduce
- Review control environment and make recommendations for process improvements with regards to costs and finances
- Submit FDS report and make adjustments prior to submission
- Review FASS and REAC inputs prior to submission
- Reconcile monthly to quarterly HHA Budget to Actual. Forecast to actual. Prepare and produce a monthly spreadsheet for each
- Assist in the preparation of a HAP utilization schedule to determine areas of savings and reductions in spending
- Review utilities schedule to determine areas of savings and reductions in spending
- Assist in the preparation of the annual operating subsidy calculation
- Assist HHA staff and auditors in the audit field work

## TERMS AND CONDITIONS

### Exhibit B

1. Termination of Contract Cause If, through any cause, the Contractor shall fail to fulfill 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.

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 hereunder, 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:

a. The Contractor will not discriminate against any employees or applicant because of race, color, religion, sex, age, physical handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, physical handicap or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; 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 Authority setting forth the provisions of this nondiscrimination clause.

b. The Contractor 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 race, color, religion, sex, age, physical handicap or national origin.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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.

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. Assign ability 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 here from.

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 any 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.



**CONTRACT AWARDED FOR**  
**FEE ACCOUNTANT SERVICES**

THIS AGREEMENT made this \_\_\_\_\_ by and between an Individual doing business as \_\_\_\_\_, hereinafter called the "Contractor", and the Housing Authority of the City of Hoboken, 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 Fee Accounting Services in strict accordance with the Request for Proposals, dated August \_\_\_\_\_, and the Proposal as submitted, dated August \_\_\_\_\_, 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 \$ \_\_\_\_\_ per year, to be paid on a monthly basis of \$ \_\_\_\_\_ for an estimated \_\_\_\_\_ ( ) hours per month.

**ARTICLE 4. PAYMENT** The Authority shall pay the Contract 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 billed 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 To Proceed is issued by the Authority to the Contractor, and shall be completed within one (1) year of the date first above written, which will be December \_\_\_\_\_.

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

- A. This Contract
- B. Part II, Terms and Conditions

- C. Request for Proposal; and
- D. Contractor's Proposal
- E. Company Information Sheet

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 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**

\_\_\_\_\_  
\_\_\_\_\_

**ATTEST**

**HOUSING AUTHORITY OF  
THE CITY OF HOBOKEN**

\_\_\_\_\_  
**Emil Kotherithara,  
Executive Director**

By \_\_\_\_\_  
**Dana Wefer, Chairperson**

**Business Address**

**400 Harrison Street**  
**Hoboken, New Jersey 07030**

**HOUSING AUTHORITY OF THE CITY OF HOBOKEN**

**DISCLOSURE OF OWNERSHIP FORM**

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

**COMPLETE ON THE FOLLOWING STATEMENTS:**

1. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

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

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

II. No Stockholder or Partner owns 10% of more of the company providing this submission:

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

III. Submission is being provided by an individual who operates as a sole proprietorship:

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

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

- \_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ Limited Liability Corporation
- \_\_\_\_\_ Limited Liability Partnership
- \_\_\_\_\_ Subchapter S Corporation

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

**HOUSING AUTHORITY OF THE CITY OF HOBOKEN**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**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 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 or 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 non-discrimination 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 subcontractors, 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 and subcontractor, where applicable, agrees to comply with the 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 and subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.S.A. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.S.A. 17:27-5.2.

The contractor and 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor and 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.

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 Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

I agree to the above,

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Contractor

HOUSING AUTHORITY OF THE CITY OF HOBOKEN

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :  
 : SS.  
COUNTY OF HUDSON :

I, \_\_\_\_\_ of the \_\_\_\_\_  
of \_\_\_\_\_, in the County of \_\_\_\_\_ and  
the State of New Jersey, of full age, being duly sworn according to law on my oath depose and  
say that:

I am \_\_\_\_\_

of the firm of \_\_\_\_\_  
the Professional Service Entity making the submission for the above named Service, and that I  
executed the said submission with full authority to do so; that the Professional Service Entity has  
not, directly or indirectly, entered into any agreements, participated in any collusion, or  
otherwise taken any action in restraint of fair and open competition in connection with the above  
named Service; and that all statements contained in said submission and in this affidavit are true  
and correct, and made with full knowledge that the Hoboken Housing Authority relies upon the  
truth of the statements contained in said submission and in the statements contained in this  
affidavit in awarding the contract for said Service.

I am 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.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature or  
Professional)  
\_\_\_\_\_  
(Type or print name of Affiant and  
Title  
under signature)



# HOUSING AUTHORITY OF CITY OF HOBOKEN POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the Authority, with each proposal.

## Part I – Vendor Information

Vendor Name:

Address:

City:

State:

Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26.

Signature

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the Housing Authority of The City of Hoboken.

Contributor Name  
Dollar Amount

Recipient Name

Date

Check here if the information is continued on subsequent page(s)