

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

**COUNTY OF HUDSON
STATE OF NEW JERSEY**

**PROFESSIONAL SERVICES SOLICITATION
FAIR & OPEN PUBLIC SOLICITATION PROCESS**

SUBMISSION DATE: 10:00 A.M., APRIL 20, 2023

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICES

PROFESSIONAL SERVICES SOLICITED

INFORMATION FOR PROFESSIONAL SERVICE ENTITIES

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS / FORMS

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

**PUBLIC NOTICE FOR THE SOLICITATION OF
PROFESSIONAL SERVICES FOR THE PERIOD OF
MAY 1, 2023 THROUGH APRIL 30, 2024**

NOTICE IS HEREBY GIVEN that qualifications may be submitted via regular mail or hand delivered, received by the designated representative for The Housing Authority of the Township of Weehawken (the "Authority") for the following professional services: **Auditor, Accountant, General Counsel, Grant Management Consultant, and IT Consultant.**

Submissions are due by 10:00 A.M., April 20, 2023, attention: Domnick Facchini, Chairman, The Housing Authority of the Township of Weehawken, 525 Gregory Avenue, Weehawken, New Jersey 07086.

In your submission, please include a copy of your submission in a CD and/or flash drive in read only format along with a hard copy.

Standardized submission requirements and selection criteria are available on the Authority's website www.weehawkenha.com

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Authority reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Authority. The Authority shall award the contract or reject all submissions no later than 60 days from receipt of the same.

By authorization of The Housing Authority of the Township of Weehawken.

Domnick Facchini

Chairman, The Housing Authority of the
Township of Weehawken

Dated: 04/23/2023

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

1A PROFESSIONAL SERVICES SOLICITED

1A.1 AUDITOR

The Auditor shall conduct the annual audit of The Housing Authority of the Township of Weehawken for the fiscal year ending December 31, 2022 in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey. The Auditor shall have a minimum of 5 years government auditing experience and shall be a licensed CPA and RMA in the State of New Jersey. The Auditor shall perform such other duties as may be requested by the Commissioners of the Authority and / or the Executive Director.

1A.2 ACCOUNTANT

The Housing Authority of the Township of Weehawken Accountant shall provide accounting services. The Accountant shall have a minimum of 5 years government accounting experiences and shall be a licensed CPA and RMA in the State of New Jersey. The Accountant shall perform such other duties as may be requested by the Commissioners of the Authority and / or the Executive Director.

1A.3 GENERAL COUNSEL

The Housing Authority of the Township of Weehawken General Counsel shall be an attorney licensed in the State of New Jersey. General Counsel shall provide legal services relating to all of the Authority's legal needs, including all business / transactional, litigation and compliance matters. General Counsel shall supervise and manage any outside counsel that may be engaged from time to time to represent the Authority's interests in any judicial and / or administrative proceedings. General Counsel shall perform such other duties as may be requested by the Commissioners of the Authority and / or the Executive Director.

In pertinent part, responsibilities of the General Counsel shall include, but not be limited to the following:

1) Assist the Executive Director in preparing for the monthly board meetings of the Commissioners, including drafting / reviewing proposed resolutions, attending monthly meetings and preparing the meeting minutes of same. Provide legal counsel with respect to the Open Public Meetings Act.

2) Oversee the Authority's compliance with best practices as determined by the Division of Local Government Services including, but not limited to, website content.

3) Oversee the Authority's compliance with the Open Public Records Act, including document management and retention matters.

4) Oversee the Authority's compliance with the Local Public Contracts Law, including the review of any proposed RFP and / or RFQ to be issued for professional services, the review of bids received for legal compliance, and the review and management

of subsequent contracts to be awarded with respect to same.

5) Supervise and direct the work of any additional attorneys and / or technical professional assistants, including but not limited to Special Counsel, Title Search and other professionals relating to legal needs as may be engaged from time to time by the Authority.

1A.4 IT CONSULTANT

The Housing Authority of the Township of Weehawken Information Technology Consultant shall have all the experience and expertise needed to oversee and support the Authority's information technology and communications systems. The IT Consultant shall provide the following services (submissions should include an overall equipment assessment):

1) File Management: daily on-line real time monitoring of critical functions. On-site and remote support. Complete service pack and patch updates on a regular basis. Review maintenance and support all ancillary programs, including, but not limited to firewall, security policies, traffic monitoring, cyber-attack prevention, on-site and cloud backup implementation and management, antivirus programs, etc. Perform forced data backup on the application server. Maintenance and administration of the virtual machine's servers.

2) Workstation Management: on-site and remote support for 3 laptop computers and 9 computer workstations. Complete patch management. Maintain properly functioning configurations. End user on-site support to all specific software.

3) General Consulting / IT Servicers: server, workstation, printer, network device consultation on-site, configuration and installation, software updates, network troubleshooting. On-site repairs and installation of printers, computers and other equipment as necessary with same day resolution of hardware issues.

4) Network Status: all hardware and software programs, including Management of 2 on-site servers to be monitored on a 24-hour basis, backed up and updated to protect the network server and workstations

5) Additional Duties: Improve and maintain cabling, telephones, televisions, and Authority cameras. Upgrade / update hardware and software as required, The IT Consultant shall perform such other duties as may be requested by the Commissioners of the Authority and / or the Executive Director.

AUTHORITY RESPONSIBILITIES:

The Authority will reimburse the successful consultants for direct travel and lodging expenses at prevailing per-diem rate incurred on behalf of the Authority. The Authority is not to be invoiced for the cost of support services and general overhead for the operation of the successful consultant's main office.

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

1B INFORMATION FOR PROFESSIONAL SERVICE ENTITIES

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 THE AUTHORITY AND THE SERVICES

The Housing Authority of the Township of Weehawken (the “Authority”) invites submissions for the service(s) mentioned in the Public Notice.

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

The designated representative will receive submissions at the time and place mentioned in the Public Notice, and at such time and place will be publicly opened and read aloud.

1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

The Authority may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* as set forth in N.J.S.A. 19:44A-20.4 et seq.

1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Executive Director and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional service entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submission may not be withdrawn within 24 hours of the stipulated time of opening of submissions. Once Submissions have been opened, they must remain firm for a period of 60 days.

1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1.B.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

1.B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1.B.2.3 REFERENCES

References and record of success of same or similar service.

1B.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

1B.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

1B.3 PREPARATION OF SUBMISSIONS

1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the professional service entity or principal thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Submissions sent via mail shall be contained in a sealed envelope addressed to The Housing Authority of the Township of Weehawken, 525 Gregory Avenue, Weehawken, New Jersey 07086, Attention: Domnick Facchini, Chairman and shall specify the Appointment No. and Title for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the Public Notice. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.**

The Authority will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the New Jersey Business Registration Certificate, (6) a Professional Service Entity Information Form, (7) a Disclosure of Russia-Belarus Activities and Iran Investment Activities Form, (8) a Qualifications Submission, and (9) an Acknowledgment of Corrections, Additions and Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

1B.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1B.4 TIME FOR AWARD OF CONTRACT

The Authority shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional service entities who consent thereto may, at the request of the Authority, be held for consideration for such longer period as may be agreed.

The award of a contract for a professional service will not be made unless the Authority [Chief Financial Officer] has certified to the availability of the necessary funds in a lawful manner.

1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional service entity may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Authority, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Authority will not know the final price(s) or term(s) until the sealed submission is opened.

1B.6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than 1 submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

1B.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Authority.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any and all submissions in whole or in part if not in compliance with the standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Authority award submissions on a *“service by service” basis, “per project” basis, in part or in whole* as determined by the Authority.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The Authority expressly reserves the right to waive any informality in any submission, or to accept the submission, which is the Authority’s judgment serves its best interests.

1B.7 PROFESSIONAL SERVICE ENTITY REFERRED TO LAWS

The attention of the professional service entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1B.8 PAYMENT

Payments are processed by the Authority approximately on the 4th Thursday day of each month. It is necessary that an invoice be submitted in at least 1 week in advance of these dates.

1B.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional service entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than 90 days beyond the expiration date of the contract.

1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the Authority accept documents provided through facsimile machines.

1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS.

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

1B.12 GENERAL REQUIREMENTS / INFORMATION

The professional service entity shall guarantee any and all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional service entity.

It is understood by the professional service entity that this submission is provided on the basis of standardized submission requirements prepared by the Authority and the fact that any professional service entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

The AUTHORITY reserves the right to cancel any contract entered into upon 30 days written notice.

Contract Term: Pursuant to N.J.S.A. 40A:11-3(b), ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding 12 consecutive months."

This solicitation is for a 1 year contract for services, from May 1, 2023 through April 30, 2024.

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

1C STANDARDIZED SUBMISSION REQUIREMENTS

The Authority is seeking sealed submissions in response to the Public Notice.

The standard submission requirements shall include:

1. Names and roles of the individuals who will perform the services / tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of “not to exceed” amount.

The selection criteria to be used in awarding contracts shall include:

1. Qualifications of the individuals who will perform the services / tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

Please Note this Additional Requirement:

Professional service entities shall submit **1 original and a CD / Flash drive in read only format** along with your original copy of their sealed submission by 10:00 A.M., April 20, 2023.

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

STATEMENT OF OWNERSHIP DISCLOSURE FORM

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Executive Director's Office upon award of contract by The Housing Authority of the Township of Weehawken.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement.

Signature

Date

Printed Name and Title

**THE HOUSING AUTHORITY OF THE
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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

EXHIBIT A

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program 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 Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

**THE HOUSING AUTHORITY OF THE
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PROFESSIONAL SERVICE ENTITY FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served: _____

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

**THE HOUSING AUTHORITY OF THE
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**DISCLOSURE OF RUSSIA-BELARUS ACTIVITIES AND
IRAN INVESTMENT ACTIVITIES FORM**

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

SUBMISSION FORM

- 1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:**

- 2. References and record of success of same or similar service:**

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:

Note: Attach additional sheets as necessary.

Firm: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.: _____ Fax No.: _____

**THE HOUSING AUTHORITY OF THE
TOWNSHIP OF WEEHAWKEN**

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and / or deletions have been initialed and dated in this Submission Package.

Signature

Printed Name and Title

Date

END OF SUBMISSION PACKAGE