



NASSAU COUNTY
LAND BANK CORPORATION

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NASSAU COUNTY LAND BANK CORPORATION

**REQUEST FOR PROPOSAL
FOR
Accountant Services**

SCOPE OF SERVICES

A. Introduction

The Nassau NCLBC Land Bank Corporation (the “NCLBC”) is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide accounting and financial statement preparation for the NCLBC.

B. Anticipated Proposal Schedule

Request for Proposals (“RFP”) Issue Date – 5/23/2024

Proposal Due Date – 7/08/2024

Award Date – 8/12/2024

Dates indicated above are subject to change at the sole discretion of the NCLBC.

C. Scope of Services

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis

Services shall include:

- **Reviewing all documentation pertaining to the preparation of financial statements of the NCLBC for periods ended 5/24 and 5/25 in accordance with GASB (U.S. GAAP for state and local governments);**
- **Accounting and Financial Statement preparation for periods ending 2024**
- **Meeting with and providing guidance to auditors, NCLBC Representatives and the Board of Directors.**
- **On a monthly basis, using quick books, review and update the books, records, and accounts of the NCLB (including general ledger, cash receipts, cash disbursements, and accounts payable);**
 - **Prepare such fiscal reports and balance sheets on a monthly, quarterly, or annual basis as shall be required by Federal State and/or Local Laws, Statutes or Regulations; more specifically:**
 - Review general ledger postings;
 - Review monthly bank reconciliations or prepare when requested.
 - Update various work paper schedules and agree to general ledger;
 - Test trial balances.
 - Prepare journal entries as needed.
 - Prepare Payment Request Vouchers/Reimbursement Vouchers as requested
- **Prepare a detailed comparison of actual income and expenditures to budget on a quarterly basis;**
- **Prepare operating budgets or revisions and operating subsidy calculations;**
- **Make recommendations to the Executive Director regarding the work of the accounting staff and any improvements which may be desirable. Continuously review work of bookkeeping staff, providing training as necessary so that routine bookkeeping operations are performed consistently with professional accounting practices;**
- **Maintain workpapers and supporting schedules to facilitate efficient and accurate annual audits. Be available to answer questions to ensure a successful completion of annual audit;**
- **Be available to the Executive Director and Board of Directors to serve as a consultant on financial and accounting matters; and**
- **File all yearly obligations in relations to reporting the Land Bank's Fiscal Responsibilities to IRS, Public Authorities Bureau, Etc.**

- **Keep track of all project spending, and process necessary payment voucher (income) from Vendors**
- **Provide any additional accounting services as may be necessary for a nonprofit entity.**
- **Reconcile all funds spend on projects and programs pertaining.**

D. Contract Term

- It is the intent to award a contract for a two (2) year period with the option to renew for an additional two (2) 1 year periods, for a possible total term of four (4) years, subject to the NCLBC's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the NCLBC.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response should be clearly numbered, and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. **The proposal, together with all attachments, must be submitted to the NCLBC in a sealed opaque envelope no later than 12:00 p.m. EST on or before January 4th, 2023.** No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The NCLBC is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the NCLBC if any language, specifications, or requirements of this RFP that appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Jonathan C. Gaffney Title: Executive Director
Nassau NCLBC Land Bank Corporation
Address: 40 Main street, Suit C Hempstead, New York 11550
Telephone: 516-254-3603
jgaffney@nassaucountyny.gov

G. General Information

1. **Incurring Cost.** The NCLBC shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

2. **Rejection of Proposals.** This RFP does not commit the NCLBC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the NCLBC reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The NCLBC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the NCLBC to so do.

The NCLBC may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials. 4. **Contract Negotiations.** The NCLBC intends to enter contract negotiations with the firm or firms selected, who shall be required to enter a written contract or engagement letter with the NCLBC in a form approved by legal counsel for the NCLBC. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract or engagement letter. The contract or engagement letter may contain provisions not contained herein.

4. The NCLBC reserves the right to negotiate the terms and conditions of the contract or engagement letter with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract or engagement letter with such vendor(s) shall constitute the NCLBC's acceptance of the proposal or a binding commitment on behalf of the NCLBC to enter a contract or engagement letter with such vendor(s), as any binding arrangement must be set forth in the contract or engagement letter signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The NCLBC may award a contract or engagement letter based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the NCLBC from a price and technical standpoint. However, the NCLBC reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the NCLBC reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.

6. Disclosure of proposal contents.

The NCLBC will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL").

Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the NCLBC determines that information is

required by applicable law to be disclosed, the NCLBC will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate.

Copies of executed contracts or engagement letters are not exempt from FOIL.

7. Independent Price Determination: By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:

A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and

C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

D. No elected or appointed official or employee of the NCLBC shall benefit financially or materially from this contract. The NCLBC may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

8. **Ownership of Information:** All materials submitted in response to this RFP will become the property of the NCLBC.

9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the NCLBC shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the NCLBC's acceptance of proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the NCLBC.

11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

12. **Disclaimer:** The NCLBC and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this proposal. Further, the NCLBC does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this proposal once it has been

downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this proposal is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the proposal.

13. M/WBE, SDVOB and DBE Participation: The NCLBC encourages the participation of certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), Minority or Women-Owned Business Enterprises (“M/WBE”), and Disadvantaged Business Enterprises (“DBE”) in the RFP process. A Proposer that is certified by New York State or the NCLBC as a SDVOB, M/WBE, and/or DBE should include this information in their proposal. For more information regarding the NCLBC’s SDVOB, M/WBE, or DBE programs, please visit the Nassau NCLBC Office of Minority Affairs website.

H. General Conditions for Proposers

1. The Proposers will be required to pay its employees a “living wage” in compliance with Nassau County Local Law No. 1-2006 (the “Living Wage Law”), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, NCLBC shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, that the NCLBC shall also have the right to terminate the agreement.

I. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

J. Award of Contract

8. The NCLBC shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the NCLBC’s acceptance of the proposal or a binding commitment on behalf of the NCLBC to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

APPENDIX A

COST PROPOSAL Proposed Cost Breakdown (Please make sure that total cost is clear)

Please provide a proposed price structure including titles, rates, and estimated hours required to perform the scope of work. Proposers may use the below sample format, or any other structure preferred.

Task	Title 1	Title 2	Title 3	Total Hours	Subtotal Hourly Costs	Estimated Expenses	Total Cost
Hours	Billing Rate	Hours	Billing Rate	Hours	Billing Rate		
1.							
2.							
3.							
Totals							