



Highlands Housing Authority

215 Shore Drive, Highlands, New Jersey 07732

TELEPHONE: (732) 872-2022

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Request for Proposals – Audit Services

Proposals due Tuesday, July 13, 2021 at 2:00 p.m.

The Housing Authority of the Borough of the Highlands, New Jersey (Authority), is seeking proposals from qualified Independent Public Accountants (IPA), for auditing services for the twelve-month period ending June 30, 2021, with the option to renew for the twelve-month period ending June 30, 2022, for all of its 125 units under HUD's Project Based Rental Assistance Program (PBRA). The Authority converted its entire portfolio from the public housing program to PBRA effective July 1, 2018 through HUD's Rental Assistance Demonstration Program (RAD). The IPA must be a Certified Public Accountant (CPA) and/or a registered Public Accountant, licensed or registered by a regulatory authority of the State of New Jersey. All services must be in accordance with existing rules, orders, directives, regulations and handbooks promulgated by the United States Department of Housing and Urban Development and New Jersey State Law. HUD Handbook 4350.1 (HUD Multi-Family Handbook) will serve as the main guidance to be followed in completing the audit.

Proposal Review

All proposals will be reviewed according to the "Competitive Proposal" process outlined in the HUD Procurement Handbook 7460.8 and HUD Notice PIH 90-47. The proposal's responsiveness to the criteria below will be used to evaluate all proposals received in response to the RFP.

a. Qualifications and Experience (40 points-max)

1. Demonstrate the ability of the specifically named Auditor (Lead Auditor) of the firm who will be personally charged with and have the primary obligation to perform the requested services, by listing prior relevant experience and, in particular, previous experience in conducting HUD Multi-Family Audits.
2. Demonstrate the ability of other specifically named Auditors of the firm who will assist the Lead Auditor to perform the requested services by listing prior relevant experience, including previous experience in conducting HUD Multi-Family Audits.
3. Demonstrate the ability of other specifically named non-Auditors to assist the Lead Auditor to perform the requested services by listing prior relevant experience in executing similar responsibilities.

b. Cost of Services (20 points-max)

1. The Authority desires to receive a fixed price, inclusive of all costs and expenses, for the services included in Section I, Scope of Audit Services.
2. Set forth the hourly rate of compensation, which shall include all costs and expenses for the services included in Section II, Additional Services.

c. Requirements (30 points-max)

1. The Authority requires these services to be fully completed and filed by September 30, 2021.

2. Respondents must demonstrate agreement with the terms of the “Agreement for Audit Services”, a copy of which is included herein.
3. Respondents must be Certified Public Accountants, duly licensed by the State of New Jersey or Public Accountants, duly licensed by the State of New Jersey.
4. Respondents must submit a New Jersey Business Registration Certificate.
5. The Respondents must meet the standards and qualifications set forth in 24 CFR 44 as amended and supplemented and HUD Notice PIH 95-31 and New Jersey State Statutes and Regulations, New Jersey Administrative Code.
6. The auditor must be familiar with HUD REAC’s FASSUB System and will be required to file the financial information required by September 30, 2021.

d. Small Audit Firms Including Minority and Women Owned and Controlled Audit Firms (10 points-max)

Set forth the degree of participation by the respondent in the services to be performed under this proposal by the above-mentioned interests.

Public Notice

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Interested IPAs who wish to submit a proposal may download the Request for Proposal (RFP) from the Authority’s website, www.HighlandsHA.org. All proposals must be delivered by mail or hand delivered to the Housing Authority of the Borough of the Highlands, 215 Shore Drive, Highlands, NJ 07732 no later than 2:00 p.m. on Tuesday, July 13, 2021 and clearly marked “RFP – Audit Services”. The Authority invites the participation of Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all offers or to waive any informalities in this solicitation.

Advertised: Asbury Park Press 6/18/21

**HOUSING AUTHORITY OF THE BOROUGH OF THE HIGHLANDS
AGREEMENT FOR AUDIT SERVICES (SAMPLE)**

This **AGREEMENT** made this ____ day of ____ in the year 2021 by and between

(Name of Contractor)
(Address)

hereinafter called the "Auditor," and the

Housing Authority of the Borough of Highlands
215 Shore Drive, Highlands, New Jersey 07732

hereinafter called the "Authority".

WHEREAS, the Authority has entered into a Housing Assistance Contract "HAP Contract" with the United States of America acting through the United States Department of Housing and Urban Development (Government) for financial assistance for low income public housing pursuant to the United States Housing Act of 1937, as amended, 42 United States Code Section 1437 et seq.; and

WHEREAS, pursuant to said contract(s), the Government and Comptroller General of the United States or his duly authorized representatives have the right to audit the books and records of the Authority pertinent to its operations with respect to financial assistance; and

WHEREAS, the Government has authorized the Authority to procure such an audit by and Independent Public Accountant in lieu of audit by the government; and

WHEREAS, the Authority desires to conduct and perform such an audit.

NOW, THEREFORE, the Authority and the Contractor do mutually agree as follows:

1. The Auditor shall audit the accounts and records of the Authority for the twelve (12) month period ending June 30, 2021 in accordance with generally accepted government auditing standards and the auditing and reporting provisions of the applicable HUD Audit Guide for use by Independent Public Accountants, herein referred to as Audit Guide and Local Fiscal Control Law NJSA 40A:5A-1 thru 40A:5A-27. The audit performed shall be sufficient in scope to enable the Auditor to express an opinion about the audit report on the financial statements of the Authority.
2. The books of account and financial records to be audited are maintained and located at the Authority's office at 215 Shore Drive, Highlands, New Jersey. These books and records will be made available to the Auditor by the Executive Director of the Authority at the Auditor's request for the Auditor's use at the Authority's office during normal business hours.
3. If the Auditor ascertains that the Authority's books are not in a sufficiently satisfactory condition for performing the audit, the Auditor shall disclose this deficiency to the Authority. If the Authority cannot get its books ready for an audit within fifteen (15) days, the IPA should notify the Government. Notification to the Government shall be by written communication addressed to the Regional Inspector General for Audit, Regional Office, United States Department of Housing and Urban Development, 26 Federal Plaza, New York, NY 10007. The Auditor shall await further instructions from the Regional Inspector General for Audit before continuing the audit.

4. Upon completion of the audit, an Audit Report consisting of those elements described in the Audit Guide shall be simultaneously submitted one copy to the Director Local Finance Board, and the Authority (one copy for each Commissioner, and required copies (including an electronic copy) for the Executive Director), as joint addresses (*see note**). Also, the auditor must file the financial information required through the Real Estate Assessment Center (“REAC FASSUB).
5. The 6/30/21 audit shall be completed and filed with the Authority by September 30, 2021. A certified copy should be filed with the Department of Community Affairs (Local Government Services Division) within five (5) days after the original report is filed with the Authority. The Auditor may be requested to attend the Board of Commissioners meeting to present the audit.
6. A synopsis of the annual audit shall be prepared for the Executive Director’s signature to be published at least once in a newspaper circulating in the district of the Authority and on the Authority’s website.
7. The Authority may, before or during the conduct of the audit, request changes in the scope of services of the Auditor to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the Auditor’s compensation and any change in the time limitation for submission of the Auditor’s report, which are mutually agreed upon by and between the Authority and the Auditor, shall be incorporated into written amendments to this contract and shall be subject to the Government’s approval.
8. The Authority agrees to pay the Auditor as compensation for the services and report mentioned herein, a lump sum fee, inclusive of all costs and expenses, of _____dollars for the 6/30/21 audit. It is estimated that _____ man days will be required to perform the audit. The Authority shall pay the Auditor upon satisfactory completion of all required services by the IPA as described by the Authority. Provided that the scope of work remains unchanged for the year ending 6/30/22, the contract may be renewed at the same terms and at the agreement of both parties.
9. The Auditor must either be a CPA or a licensed or registered public accountant licensed before December 31, 1970, by a regulatory authority of a state or other political subdivision of the United States and meet any legal requirements concerning registration in which the Authority is located. In addition, those public accountants licensed after December 31, 1970, but prior to December 31, 1975, who performed a PHA audit prior to December 31, 1975, will be eligible to continue to perform PHA audits. A statement by the state identifying such registration or license shall be attached to this Agreement.
10. The Auditor certified that its principal officer(s) or member(s) does not now have and has not had during any period covered by this audit any interest, direct or indirect, in the Authority or any of its member of officials including the following:
 - a. Family relationship with any Authority member or official;
 - b. Employment or service as a member or official of the Authority during the period covered by the audit.
11. The Auditor certifies that it has not provided accounting or bookkeeping services for the Authority during the period covered by the audit except as follows: _____.
12. No member, officer or employee of the Authority, no member of the governing body of the locality in which any of the Authority’s projects are situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any responsibilities of functions with respect to the Authority’s projects, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

*Recipients of more than \$750,000.00 in federal funds shall submit one copy of the audit report to a central clearinghouse: National Clearinghouse for Single Audit Reports, Bureau of Census, 1201 East 10th Street, Jeffersonville, Indiana 47132.

13. No member of, or delegate to, Congress of the United States or resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
14. The Auditor warrants that he/she has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Agreement, or, in the Authority's discretion, to deduct from the Auditor's fee the amount of such commission, percentage, brokerage, or contingent fee.
15. The Auditor shall not assign or transfer any interest in this Agreement except that claims for monies due or to become due from the Authority under the Agreement may be assigned to a bank, trust company, or other financial institution. If this Auditor is a partnership, this Agreement shall inure to the benefit of the surviving or remaining members of such partnership.
16. The Auditor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Auditor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. 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.
17. For a period of four years from the date of the Audit Report, the Auditor shall make its work papers, records, and other evidence of audit available to the Government and to the Comptroller General of the United States or his duly authorized representatives during normal working hours upon written request of the Government or the Comptroller General or his representatives. The period will be reduced to three years for those PHAs for which all projects have had Actual Development Cost Certificates issued. The Government and the Comptroller General shall be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.
18. Except for disclosure to the Government, the Comptroller General and the Authority, the Audit Report and the work papers, records and other evidence of audit, including information and data prepared or assembled by the Auditor under this Agreement, shall be held confidential by the Auditor and shall not be made available or otherwise disclosed to any persons without the prior written approval of the Government.

IN WITNESS WHEREOF, the Public Housing Agency and the Contractor have executed this agreement the day and year first above written.

AUDITOR

HOUSING AUTHORITY OF THE
BOROUGH OF HIGHLANDS

BY: _____ BY: _____
Print Name and Title Douglas G. Dzema, Executive Director

Date: _____ Date: _____