

SOUTH AMBOY HOUSING AUTHORITY REQUEST FOR PROPOSALS FOR FISCAL AUDIT SERVICES

The Housing Authority of the City of South Amboy, New Jersey requires the services of a licensed or registered Certified Public Accountant to perform a "Single Audit" on the Authority's accounts for the 12-month period ending June 30, 2024 in order to comply with the Single Audit Act of 1984, HUD's Audit Guide (handbook) for Public Housing Authorities, OMB Circular A-128, the Authority's Contract with the U.S. Department of Housing and Urban Development; and the State of New Jersey Local Authorities Control Law and GAAP requirements and applicable HUD NOTICES.

The programs to be audited are the Housing Authority's Section 8 Housing Choice Voucher Program and its Public Housing Operating and Capital Fund Programs.

It is recommended that all interested parties contact the Director of Operations, Lawrence Stratton, for the purpose of familiarizing themselves with the financial books and records of this Authority. He can be reached at (732) 721-1831.

All proposals must be submitted in triplicate on the prescribed proposal form, which form consists of a proposed agreement for provision of the required services, a copy which is enclosed herewith. Respondents must provide the information required under Item 7 and 10 of the proposed agreement and execute same. We require that the subject audit commence as soon as possible after close of the Authority's fiscal year on June 30, 2023 and be completed by October 28, 2024.

Respondents must also submit with their proposal a statement setting forth their qualifications and experience.

CONTRACT AWARD

It is the Housing Authority's intent to award a contract for the service required hereunder in accordance with competitive proposal procedures which provide for negotiation; however, if the quality of the initial proposals received is such that no purpose would be served by conducting negotiations, the Authority will award a contract without discussion.

All proposals must be received by the Authority in a sealed envelope marked "Proposal for Audit Services" on or before 1:00 PM on Wednesday, June 5th, 2024.

Please address same to: Lawrence Stratton, Director of Operations
 South Amboy Housing Authority
 250 South Broadway
 South Amboy, NJ 08879

The subject audit services shall be performed with regard to the Authority's Section 8 Rental Assistance Housing Choice Voucher Program and its Public Housing Management Operations and Capital Fund Programs, including all open CFPs and CFPs that were technically closed-out by HUD since completion of the Authority's last fiscal audit.

The IPA Contractor shall be responsible for the preparation and publication of the Audit synopsis required under the New Jersey Local Authorities Control Law.

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 herein. Each unsuccessful offer 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 reason(s) their offer Was not selected and provide an opportunity for a debriefing meeting with the Authority's Contract Officer to discuss relevant questions.

NOTES

In accordance with the State of New Jersey Laws of 2004 A-13130, Ch57, all parties doing business with public agencies in the State of New Jersey, excluding non-profit organizations and other government agencies, are required to be registered with the NJ State Department of the Treasury and to provide such agencies with a copy of their Business Registration Certificate before entering into a contractual agreement (formal contract, purchase order, etc.) with such agencies for the provision of goods or services at a cost in excess of 15% of the State mandated bid threshold. It is not expected that the cost of contract services under this RFP will be in excess of such threshold.

The subject registration can be accomplished via the internet:

<http://www.nj.gov/dca/lgs/lpcl/busregis/nj-reg-a.pdf>

Third-Party Contractors are advised of their responsibility to file an annual disclosure statement on political contributions with the State of New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005.c.271.s3) if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELC at 888-313-3532 or at www.elec.state.nj.us. It is not expected that the cost of contract services under this RFP will exceed the State of New Jersey's Pay-to-Play threshold.

THE FOLLOWING CRITERIA SHALL BE USED IN EVALUATION PROPOSALS AND SELECTING AN AUDITOR:

1. Proposal was received by due date: True False
2. Respondents name does not appear on HUD list of disbarred, suspended or ineligible contractors:
True False
3. Proposal submitted complies with the proposal requirements set forth in the RFP:
True False

(COMPLETE THE FOLLOWING IF 1, 2, AND 3 ABOVE ARE TRUE)

PROPOSAL EVALUATION FACTOR	MAXIMUM WEIGHT TO BE ASSIGNED*	WEIGHT ASSIGNED
a. Degree to which respondent evidences possession of desired qualifications	10%	_____
b. Degree to which respondent evidences possession of desired work-related skills	10%	_____
c. Degree to which respondent evidences possession of desired experience and competence in the type of work required under the RFP	10%	_____
d. Degree to which respondent evidences and demonstrates possession of ability to provide required expertise to successfully perform the specified scope of work	10%	_____
e. Degree to which respondent evidences possession of specialized experience in areas related to the specified scope of work	5%	_____

PROPOSAL EVALUATION FACTOR	MAXIMUM WEIGHT TO BE ASSIGNED*	WEIGHT ASSIGNED
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f. Degree to which respondent evidences knowledge and familiarity with the operations of the authority and the types of programs, projects and activities administered by the authority, as same relate to the specified work scope	20%	_____
g. Degree to which respondent evidences financial stability and strength and capability and capacity to accomplish the specified work scope in a timely and satisfactory manner	10%	_____
h. Degree of acceptability of respondents proposed fee and, if applicable, other charges for performance of the specified work scope	25%	_____

*Total weight assigned
(Sum of a. through h above. Same can not exceed 100%)*

- The combined weights assigned for qualification and experience factors, items a. through h. above should not exceed a total of 75%; nor should the weight assigned to the fee factor, item h. above, exceed 25%.

Note: The higher the weight assigned, the more acceptable the proposal.

Rating Key:

Factors a. thru d. and g.

Excellent	10% points
Very Good	9% points
Good	8% points
Satisfactory	7% points
Unsatisfactory	6% to 0% points

Factor e.

Excellent	5% points
Very Good	4% points
Good	3% points
Satisfactory	2% points
Unsatisfactory	1% or 0% points

Factor f.

Excellent	20% points
Very Good	19% points
Good	18% points
Satisfactory	17% points
Unsatisfactory	16% to 0% points

Factor h.

WITHIN HOUSING AUTHORITY BUDGET	25% points
OVER HOUSING AUTHORITY BUDGET	0% points

AGREEMENT FOR FISCAL AUDIT SERVICES

THIS AGREEMENT entered into as of the _____ day of _____ 2024 by and between the Housing Authority of the City of South Amboy, State of New Jersey, (herein after referred to as the Public Housing Agency) and

(Full name of accountant or accounting firm)

Independent Public Accountant of

(Address of main offices, including State)

_____, herein after referred to as the
"Contractor",

WITNESSETH:

WHEREAS, the public Housing Authority has entered into contracts with the United States of America acting through the Department of Housing and Urban Development (herein after referred to as the "Government"), for financial assistance with regard to the operation/administration of its public housing and Section 8 rental assistance programs.

WHEREAS, pursuant to said contracts, the Government and the Comptroller General of the United States or his duly authorized representatives have the right to audit the books and records of the Public Housing Agency pertinent to its operations with respect to such financial assistance; and

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

WHEREAS, the Public Housing Agency desire the Contractor to conduct and perform such an audit;

NOW, THEREFORE, the Public Housing Agency and the contractor do mutually agree as follows:

1. The Contractor shall audit the accounts and records of the Public Housing Agency for the 12 month period ending June 30, 2015 in accordance with generally accepted auditing standards and the auditing and reporting provisions of the Single Audit Act of 1984 and OMB Circular A-128 "Audits of State and Local Government HUD NOTICE – 95-31, and the requirements of the State of New Jersey Local Authorities Fiscal Control Act. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit reports on the financial statements of the PHA.

2.If the Contractor ascertains that the Public Housing Agency's books and records are not in a sufficient condition for performing an audit, the Contractor shall disclose this deficiency to the Public Housing Agency. If the Public Housing Agency cannot get its books ready for an audit within 15 days, then the IPA should notify the Federal Government. Notification for the Federal Government shall be by written Communication addressed to the Regional Inspector General for Audit, Regional Office, Department of Housing and Urban Development, 26 Federal Plaza, New York, New York. The Contractor shall await further instructions from the Regional Inspector General for Audit before continuing the audit.

3.Upon completion of the audit, an Audit Report consisting of those elements described in the OMB Circular A-128 and required under the laws of the State of New Jersey shall be simultaneously submitted to the Regional Inspector General for Audit (2 copies), the State of New Jersey and the Public Housing Agency (1 copy for each Commissioner and required copies for Executive Director) as joint addressees. Recipients of more that \$100,000 in Federal Funds shall submit on copy of the audit Report to: The National Clearinghouse for Single Audit Reports

4. The Audit Report shall be submitted within the time period prescribed under State Law.

5. The Public Housing Agency may, before or during the conduct of the audit, request changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's reports, which are mutually agreed upon by and between the Public Housing Agency and the Contractor, shall be incorporated into written amendments to this contract and shall be borne by the Public Housing Agency from their reserves.

6.The Public Housing Agency agrees to pay the Contractor as compensation for the services and report mentioned herein, the lump sum fee of \$ _____, inclusive of all costs and expenses. The fee is based on the following:

- a) Partner (principal): \$ _____ per hour; estimated man-days _____ \$ _____
- b) Senior (manager): \$ _____ per hour; estimated man-days _____ \$ _____
- c) Semi-Senior: \$ _____ per hour; estimated man-days _____ \$ _____
- d) Junior: \$ _____ per hour; estimated man-days _____ \$ _____
- e) Other (describe) _____

Total:
\$ _____

It is estimated that _____ man-days will be required to perform the audit.

Such lump sum fee shall be payable after submission of the Audit Report to the Public Housing Agency and after submission of copies of the report to the Federal and State Governments for review and approval of the report. The PHA may pay up to 50 percent of the fee upon submission of the Audit Report and copies thereof and the bill from the Contractor without Government's Authorization.

7. The Contractor must be either a Certified Public Accountant or a licensed or registered Public Accountant license on or 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 Public Housing Agency is located. In addition, those public accountants licensed after December 31, 1970, but prior to December 31, 1975, who perform 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 Contract.

8. The Contractor certifies that its principal officer(s) or member(s) do not have and have not had during any period covered by this audit any interest, direct or indirect, in the PHA or any of its members or officials including the following:

- a) Family relationship with any PHA member or official;
- b) Employment by or service as a member official of a PHA during the period covered by the audit.

9. The Contractor certifies that it has not provided accounting or bookkeeping services for the PHA during the period covered by the audit except as follows:

10. No member, officer or employee of the PHA (Public Housing Agency), no member of the governing body of the locality in which any of the PHA's projects are situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercise any responsibilities or functions with respect to the PHA's Projects, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract to the proceeds thereof.

11. No Member of or Delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

12. The Contractor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warrant shall give the PHA the right to terminate this contract, or at its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingent fee.

13. The Contractor shall not assign or transfer any interest in this contract except this claim for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company or other financial institution. If the Contractor is a

partnership, this contract shall inure to the benefits of the surviving or remaining member of such partnership.

14. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor 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.

15. Work papers and reports shall be retained for a minimum of three (3) years from the date of the audit report, unless the Contractor is notified in writing by HUD to extend the retention period. Audit work papers shall be made available upon request to HUD or its designee or the General Accounting Office, at the completion of the audit.

16. Except for disclosure to the Federal and State Governments, the Comptroller General and the PHA, the Audit Report and the work papers, records and other evidence of audit, including information and data prepared or assembled by the Contractor under this contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any person without the prior written approval of the Federal and State Governments.

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

(Name of Independent Public Accountant)

BY _____
(Name) (Date)

HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY

(Name of Public Housing Agency)

By: _____
(Name) (Date)

CERTIFICATION

I, _____, certify that I am the
_____ of the corporation named as
Contractor herein; that
_____, who signed this Contract on
behalf of the Contractor,
was duly signed for and in behalf of said corporation by authority.

By: _____
(Name) (Date)

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____ } ss.

County of _____ }

_____ being first duly sworn deposes and says: That he is

_____ (a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the Housing Authority of the City of South Amboy or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Firm:

By _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____.

My commission expires _____, 20_____

COMPANY INFORMATION SHEET

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded a contract unless prior to the receipt of the bid or accompanying the bid of the said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or of all the individual partners in the partnership who own 10% or greater interest in the said corporation or partnership.

Name of Bidder

Address

Project Name

Work Being Bid

Check One (1):

Corporation Partnership
 Proprietorship

List all persons having an interest of 10% or more in the Bidder Company:

NAME	ADDRESS	% OF OWNERSHIP
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