

Cohoes Housing Authority

Administrative Building
100 Manor Sites
Cohoes, New York 12047

Telephone: (518) 235-4500
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Date: August 7, 2023

Request for Proposals Audit Services

RE: Cohoes Housing Authority

The Cohoes Housing Authority is seeking proposals for Audit Services for a period of three (3) years beginning fiscal year ending (FYE) September 30, 2023. The authority, at its discretion, may extend the contract for two (2) one year periods, for a maximum of five (5) years, if both parties are agreeable.

Services are to include an annual Audit of each of the housing authority's accounts and records for the twelve (12) month period of October 1st – September 30th of each year. It is to be sufficient in scope for the Contractor to express an opinion in the audit report on the financial statements of each housing authority. The audits are to be completed in accordance with Government Auditing Standards, the Single Audit Act Amendments of 1996, OMB Uniform Guidance and any Internet Submissions as required by HUD or REAC. **For questions, please email Kathy Oliver at koliver@cohoeshousing.org.**

Proposals are due no later than 3:00 PM on September 8, 2023 and must be submitted to:

Matthew Ethier, Executive Director
Cohoes Housing Authority
Administrative Building
100 Manor Sites
Cohoes, NY 12047

**PROPOSAL AND CONTRACT BETWEEN
COHOES HOUSING AUTHORITY AND
INDEPENDENT PUBLIC ACCOUNTANT
FOR AUDIT SERVICES**

THIS AGREEMENT, entered into as of the ____ day of _____ 2023 by and between the **Cohoes Housing Authority**, hereinafter referred to as the "Public Housing Agency", and _____ Independent Public Accountant of _____ with offices at _____ hereinafter referred to as the "Contractor", WITNESSETH:

WHEREAS, the Public Housing Authority has entered into a contract for a period of three (3) years beginning Fiscal Year Ending September 30, 2023. The authority, at it's discretion, may extend the contract for two (2) one year periods, for a maximum of five (5) years, if both parties are agreeable. The Contractor may be evaluated no later than June of each year. Upon evaluation, if the Public Housing Agency is not satisfied with the services being performed by the Contractor, the Public Housing Agency has the right to terminate this contract.

WHEREAS, the Public Housing Agency has entered into a contract[s] with the United States of America acting through the Department Of Housing And Urban Development [hereinafter referred to as the "Government"] for financial assistance for low-income housing pursuant to the United States Housing Act of 1937, as amended, forty-two [42] United States Code Section 1437, et. seq.; and

WHEREAS, pursuant to said contract[s], 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 desires 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 twelve [12] month period ending September 30th in accordance with Government Auditing Standards, the Single Audit Act Amendments of 1996, OMB Uniform Guidance and any Internet Submissions as required by HUD or REAC. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the Public Housing Agency.
2. The books of account and financial records to be audited are maintained and are located at the Public Housing Agency office located at the Administrative Office Building, 100 Manor Sites, Cohoes, New York 12047. Books and records will be made available to the Contractor by the Executive Director of the Public Housing Agency at the Contractor's

request for the Contractor's use at the Public Housing Agency's Office during normal business hours.

In addition to the financial schedules required, the audit report shall include the following schedules:

For Public Housing:

- a) Balance sheet
- b) Statement of Income and Expense
- c) Statement of Cash Flow
- d) Analysis of Surplus
- e) Computation of Residual Receipts and Accruing Annual Contributions
- f) Analysis of General Fund Cash
- g) Schedule of Adjusting Journal Entries
- h) Statement of Development Costs
- i) Statement of Modernization Costs
- j) Schedule of Adjusting Journal Entries
- k) Resident Opport. & Self Sufficiency Grants (ROSS)
- l) Capital Fund Programs (CFP)

For Section 8:

- a) Statement of Financial Position
- b) Statement of Income and Expense
- c) Statement of Cash Flow
- d) Analysis of Surplus
- e) Computation of Annual Contributions Earned and Project Account - Operating Reserve Changes
- f) Analysis of General Fund Cash Balance
- g) Schedule of Adjusting Journal Entries
- h) Audit to be completed as prescribed by HUD

3. If the Contractor ascertains that the Public Housing Agency's books and records are not in a sufficient satisfactory 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 fifteen [15] days, the IPA should notify the Government. Notification to the Government shall be by written communication addressed to the HUD - Office of Inspector General National Review Center for Non-Federal Audits, 950 N. Kings Highway, Cherry Hill, New Jersey 08034-1518. The Contractor shall await further instructions from the Regional Inspector General for Audit before continuing the audit.
4. Upon completion of the audits, an Audit Report consisting of those elements described in the Audit Guide, must be submitted electronically in accordance with HUD specified guidelines; to the Public Housing Agency (three (3) copies) as joint addresses.
5. The Audit Report shall be submitted within **243 DAYS (no later than May 31)** after the close of the Public Housing Agency's fiscal year unless a shorter period is required by State Law, regardless of the official due date.
6. 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 increases or decreases in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's report, 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 subject to the Government's approval.

- The Public Housing Agency agrees to pay the Contractor as compensation for the services and report mentioned herein, a lump-sum fee * inclusive of all costs and expenses, for each contract year:

FFY 2023: \$ _____
 FFY 2024: \$ _____
 FFY 2025: \$ _____

The fee is based on the fact that there will be no major changes in programs, other than HUD requirements if there are substantial changes in the current programs, the Contractor and the Public Housing Agency will negotiate any substantial change for that contract year.

The fees for each contract year are based on the following:

FYE 2023

Partner [Principal]: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
 Senior [Manager]: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
 Staff: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
 Other: Expenses: _____ = \$ _____

Total: \$ _____

The total fee will be allocated as follows:

Public Housing \$ _____
 HCV \$ _____

It is estimated that the days needed to complete each audit will be as follows: _____.

FYE 2024

Partner [Principal]: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
 Senior [Manager]: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
 Staff: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
 Other: Expenses: _____ = \$ _____

Total: \$ _____

The total fee will be allocated as follows:

Public Housing \$ _____
 HCV \$ _____

It is estimated that the days needed to complete each audit will be as follows: _____

FYE 2025

Partner [Principal]: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
Senior [Manager]: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
Staff: estimated hrs. _____ @ \$ _____ per hr. = \$ _____
Other: Expenses: _____ = \$ _____

Total: \$ _____

The total fee will be allocated as follows:

Public Housing \$ _____
HCV \$ _____

It is estimated that the days needed to complete each audit will be as follows: _____

*Such lump-sum fee shall be payable after each FFY year end submission of the Audit Report to the Public Housing Agency and after submission of copies of the report to the Government as provided in paragraph 4 above and the Government's review and approval of the report. The PHA may pay up to fifty percent [50%] of the fee upon submission of the Audit Report and copies thereof and the bill from the Contractor without the Government's authorization. The PHA may negotiate the payment schedule with the independent auditor upon acceptance of the contract.

- 8. The Contractor must be either a Certified Public Accountant, or a licensed or registered public accountant licensed 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 the state 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 performed a PHA audit prior to December 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.

- 9. The Contractor certifies that its principal officer[s] or member[s] do not now 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 or official of a PHA during the period covered by the audit.

- 10. 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:

- 11. No member, officer, or employee of the Public Housing Agency, no member of the governing body of the locality in which any of the Public Housing Agency's projects are situated, no member of the governing body of the locality in which the Public Housing

Agency was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Public Housing Agency's projects, during his/her tenure or for one [1] year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

12. No Member or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from.
13. 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 warranty shall give the Public Housing Agency the right to terminate this contract, or in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fees.
14. The Contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the Public Housing Agency under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall insure to the benefit of the surviving or remaining members of such partnership.
15. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap. 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, national origin, or handicap. 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 of training, including apprenticeship.
16. For a period of four [4] years from the date of the Audit Report, the Contractor 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 of the Comptroller General or his representatives. The period will be reduced to three [3] years for those Public Housing Agencies for which all projects have had Actual Development Costs Certificates issued. The Government and the Comptroller General shall be entitled to reproduce any or all of such documents at their expense for which provisions shall be made at the time the need for reproduction arises.
17. Except for disclosure to the Government, the Comptroller General and the Public Housing Agency, the Audit Report and 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 Government.
18. In the event any program[s] are terminated or are not required to be audited within each year's contract period, the Authority will not be responsible for paying the Contractor the fee quoted for the Program[s] which would not be required to be audited.
19. In the event any new programs are added during this contract period or other accounting

services requested, other than HUD requirements, the Authority may negotiate a fee with the Contractor to audit the new program[s] or other proposals may be solicited by the Authority.

20. If the Contractor refuses or fails to execute the work with such diligence as will insure its completion within the time specified in this contract, the Public Housing Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Public Housing Agency may take over the work and execute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work. If the work is not completed within the time stipulated in this contract, the Contractor shall pay to the Authority a penalty of Fifty Dollars [\$50.00] per day for each calendar day beyond the date stipulated for completion on which any part of the work required under this contract shall not have been fully and satisfactorily completed.

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

By: _____

Name/Title: _____

Name of Company: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

ACCEPTED BY:

Matthew J. Ethier
Cohoes Housing Authority
Executive Director

Date