



NEW YORK CITY
HOUSING DEVELOPMENT
CORPORATION

REQUEST FOR PROPOSAL

QUALITY ASSESSMENT REVIEW (“QAR”) OF INTERNAL AUDIT FUNCTION
August 23, 2022

OVERVIEW

The New York City Housing Development Corporation (“HDC” or the “Corporation”) is soliciting responses to this Request for Proposals (“RFP”) from firms interested in performing a Quality Assessment Review (“QAR”) of HDC’s Internal Audit function.

HDC is a public benefit corporation, organized and existing under the laws of the State of New York (the “State”). The Corporation was established in 1971 for the purpose of providing and encouraging the investment of private capital in safe and sanitary dwelling accommodations in the City of New York within the financial reach of families and persons of low income, which families and persons whose need for housing accommodations cannot be provided by the ordinary operations of private enterprise, through the provision of low interest mortgage loans. Further information about HDC is available on our website (www.nychdc.com).

Our Internal Audit Department (“IAD”) consists of three professionals, including the Chief Risk Officer (“CRO”) who reports to the President of the Corporation. The CRO provides Internal Audit reports to the Audit Committee four to five times per calendar year. The IAD provides independent appraisals of key financial and operational controls and shares best practices that promote operational efficiencies and cost saving opportunities. The IAD performs an annual risk assessment that results in an annual audit plan.

SCOPE

The selected independent party will:

- Assess the conformity of the Internal Audit activity to The Institute of Internal Auditor’s *International Standards for the Professional Practice of Internal Auditing* (“IIA’s Standards”).
- Evaluate the efficiency and effectiveness of Internal Audit in carrying out its mission as set forth in its charter and expressed in the expectations of HDC management.
- Identify opportunities to enhance Internal Audit’s management of resources and work processes, as well as its value to the Corporation.

REQUIREMENTS

- Timeframe: The project is anticipated to be performed in November, 2022 with a preliminary report submitted by December 31, 2022, and the final report issued by January 15, 2023.

- **Confidentiality:** The review will be confidential, with the results provided only to HDC representatives.
- **Reporting:** A written report upon completion of the QAR will be addressed to HDC’s President and Audit Committee. All draft and final reports will become the property of HDC upon completion of the QAR. Your firm will be expected to present the final report to HDC’s Audit Committee upon completion of the QAR.
- **Fees:** The proposal should include all itemized and overall fees related to this review.
- **Description of the Review Team:** The proposal should include the credentials of the entire review team, including an organizational chart and primary point of contact. Please include an historical biography of each of the prospective partners and managers indicating experience in and knowledge of the performance of QARs. *Minimum Requirements of the Review Team:*
 - Must have performed QAR services within the past three years.
 - Must have had internal and/or non-profit auditing experience.
 - Must have a minimum of five years of audit supervisory or higher experience.
 - Must have in-depth knowledge of IIA’s Standards.
- **Peer Review:** The proposal should include the overall results of your firm’s most recent peer review.
- **MBE/WBE:** The proposal should include a description of your firm’s MBE/WBE participation or good faith efforts to achieve MBE/WBE participation. (Described in more detail in the Appendix annexed hereto.)
- **References:** The proposal should include a list of client references.
- **Doing Business Form:** The proposal should include a completed “Doing Business Data Form” with the City of New York which may be found at: https://www1.nyc.gov/assets/hra/downloads/pdf/business/doing_business_data_form.pdf (Described in more detail in the Appendix annexed hereto.)

After a review of the proposals, HDC will select those firms who will be invited in to make a presentation to a HDC selection committee. The final selection of a firm will be made after analyzing the qualifications of the respondents and their presentations, as well as audit fees.

SUBMISSION DEADLINE

Submissions are due by 5:00 p.m. EST on September 30, 2022.

Participating firms should submit their proposal incorporating all the requirements stated herein, along with any appendices and a Doing Business Data Form, via email to Mary Hom, Chief Risk Officer at mhom@nychdc.com.

RFP Appendix

1. General:

The issuance of this Request for Proposal (“RFP”), and the submission of a proposal by the firm or the acceptance of such proposal by HDC, does not obligate HDC in any manner whatsoever. Legal obligations will only arise upon the execution of formal agreements by HDC and the firm selected to render services described herein.

HDC reserves the right to amend, modify, postpone or withdraw this RFP; to waive any requirement of this RFP; to require supplemental statements and information from proposing entities; to accept or reject any or all proposals received as a result of this RFP; to extend the deadline for submission of proposals; to negotiate with any proposing entity which responds to this RFP; to hold discussions with any proposing entity; and to correct deficient proposals which do not completely conform to the instructions given in this RFP. HDC may exercise such rights at any time without notice and without liability to any proposing entity or other parties for their expenses incurred in preparation of the proposal. In its review, HDC may accept a proposal but require modification or negotiation of scope. Although discussions may be conducted with proposing entities submitting acceptable proposals, awards may be made without discussion.

The scope of services described in this RFP provide the most current and accurate descriptions of services sought by HDC. However, at the time contracts are executed, programmatic changes may result in changes to the scope of services.

All documents presented in response to this RFP will become the property of HDC. The Corporation is subject to the New York State Freedom of Information Laws (“FOIL”) and as such HDC shall release all records subject to FOIL without notice or consent of responder.

2. Equal Employment

If any, provide a copy of the firm’s most recent Employer Information Report EEO-1 and include as Attachment to the Proposal. Please state how many women and minorities work in your firm.

3. Minority and Women Owned Business Enterprise (MWBE)

HDC is dedicated to furthering the participation of minority and women-owned businesses in its work. All respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services (“SBS”) as women or minority owned. This can take any form a Respondent considers appropriate including, but not limited to, proposals intended to ensure the utilization of certified minority and women-owned businesses as subcontractors or as joint-venture partners. In addition, proposals from minority and women-owned respondents are encouraged.

4. New York City Location

State whether the firm maintains its headquarters, or other offices, in New York City, and the number of the firm’s employees who are employed in New York City. Describe the firm’s commitment to its location in New York City. Since January 1, 2017, has the firm relocated any employees from offices in New York City to locations outside New York City? Does the firm have any plans to relocate any employees or offices outside of New York City in the next two years?

Describe the firm's corporate citizenship and commitment to The City of New York, including local procurement of goods and services, development or participation in internship programs or scholarships, corporate philanthropy, specifically in the areas of housing and community development, and policies with regards to the use of women-owned, minority-owned and small business enterprises.

5. Conflicts of Interest

The proposal must disclose any other employment or situation which may create a conflict of interest if your firm were to be selected, including any relationship that the firm or any of its employees may have with HDC. Please describe any such relationship in your proposal, or affirmatively state that no such relationship exists.

6. Form of Engagement Letter

Proposers should provide a form of engagement letter that together with the HDC Contract Rider attached here as Appendix [B] will serve as the contract.

7. Local Law 34 Compliance

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "Person" that has business dealings with the "City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, your response to this RFP is required to include a completed Doing Business Data Form (the "Data Form"), which is attached hereto. The Data Form should be sealed in a separate envelope marked "Doing Business Data Form". The Data Form will be submitted to the Mayor's Office of the City of New York (the "City"). If the City determines that your Data Form is not complete, you will be notified by the City and given four (4) calendar days to cure the specified deficiencies. Failure to do so will result in your proposal being deemed incomplete and therefore non-responsive.

TO CONTRACT BETWEEN _____,
HAVING AN OFFICE LOCATED AT
_____ NEW YORK (“_____”)
AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION,
HAVING AN OFFICE LOCATED AT
110 WILLIAM STREET, 10TH FLOOR, NEW YORK, NEW YORK 10038, (“HDC”)

1. **Conflict between Rider and Contract.** In the event of any conflict between this Rider and the printed portion of this Contract, the provisions of this Rider shall govern and control.
2. **Engagement.** HDC hereby engages _____ and _____ hereby agrees to hold itself available to render, and to render at the request of HDC, non-exclusive, independent services, to the best of its ability, in compliance with the terms and conditions set forth herein.
3. **Independent Contractor.** It is expressly agreed that _____ is acting as an independent contractor and not as an employee of HDC in performing its services hereunder. HDC shall carry neither Workers’ Compensation insurance, nor health, accident or other insurance to cover _____. HDC shall neither pay any contribution to Social Security, unemployment insurance, federal, state or city withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. _____ agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for itself.
4. **Disclosure of Information.** _____ shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any information of HDC or any of HDC’s subsidiaries of which _____ becomes informed during such period, whether or not developed by Consultant. Upon termination of this Agreement, _____ shall promptly deliver to HDC all manuals, letters, notes, notebooks, reports and all other materials under the control of _____. HDC shall have the right to obtain injunctive relief for violation of the terms of this Provision 4 and the terms of this Provision 4 shall survive the term of this Agreement.
5. **Further Assurances.** The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be necessary or appropriate to carry out the purposes of this Agreement.
6. **Severability.** If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.

7. **Governing Law Jurisdiction, Forum.** The parties hereby unconditionally and irrevocably agree that this Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York without regard to conflict of law provisions and the parties hereto unconditionally and irrevocably accept the nonexclusive jurisdiction of the courts and of the State of New York, waive any objection to the bringing of action in such jurisdiction and consent to venue in any State or Federal court located in the County of New York.

The parties agree that service of process may be by hand or certified mail, return receipt requested to the addresses stated above.

8. **Alternative Dispute Resolution.** If a claim or dispute between the parties arises in connection with this Agreement, such claim or dispute shall be settled by arbitration in the State of New York in accordance with the then current commercial arbitration rules of the American Arbitration Association. Notwithstanding any provision contained in this Agreement, the cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties unless the award provided otherwise. Judgment upon the award rendered by the arbitrator(s) may be entered into any court of competent jurisdiction, and shall be non-appealable and fully enforceable. The parties agree that, except as required by applicable law or regulation, the existence outcome, and contents of any arbitration proceedings shall be kept confidential and that the arbitrator(s) shall be required to adhere to the same obligation of confidentiality.
9. **No Third Party Beneficiary.** Nothing in this Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right or remedy and none of such parties shall be deemed to be a "third party beneficiary" hereof; rather, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto.
10. **Assignment; Waiver.** This Agreement shall be binding upon the successors and assigns of _____, but shall not inure to their benefit unless HDC shall specifically consent thereto in writing. This Agreement shall be binding upon and inure to the benefit of HDC's successors and assigns, and it is specifically agreed that HDC may assign this Agreement, in whole or in part, so long as any such assignee is capable of performing HDC's obligations hereunder. No specific waiver of any of the terms hereof shall be considered as a general waiver.
11. **Notice.** All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be given by hand with receipt therefor, telecopy with therefor or mailed by United States certified mail, postage prepaid, at the address first set forth above; or to such other address as each party may hereinafter designate by notice delivered in accordance herewith. All notices or other communication given by hand delivery or telecopy shall be deemed given on the date of delivery or transmittal, as the case may be; notices or other communications delivered by certified mail shall be deemed given three (3) business days after delivery to the United States Postal Registry Clerk. _____ agrees that it shall not be entitled to any notices of any nature whatsoever from HDC except with respect to matters for which this Agreement specifically and expressly provides for the giving of notice by HDC, _____ waives the right to receive any notice from HDC with respect to any matter for which this Agreement does not specifically and expressly provide for the giving of notice by HDC.

12. **Entire Agreement; Modification; Merger.** This Agreement contains the entire agreement of the parties and may not be changed orally but only in a writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought. The provisions of this Agreement shall prevail over any contrary provisions of any other documents in determining the respective rights and obligations of the parties to each other.

[Company Name]

By: _____

Name:

Title:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By: _____

Name:

Title: