

GUTTENBERG HOUSING AUTHORITY

NOTICE

REQUEST FOR PROPOSALS FOR PAYROLL SERVICES

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et. seq.

PROPOSALS MUST BE SUBMITTED BY

11:00 A.M. on December 22, 2017 to:

MR. CARL S. CZAPLICKI, JR.
EXECUTIVE DIRECTOR
GUTTENBERG HOUSING AUTHORITY
6900 BROADWAY
GUTTENBERG, NEW JERSEY

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1. PURPOSE

The Housing Authority of the Town of Guttenberg (hereinafter the “Housing Authority”) is a public housing authority with administrative offices located at 6900 Broadway, Guttenberg, New Jersey 07093. The Housing Authority provides quality, affordable housing to low-income families and seniors through its Public Housing and Section 8 Housing Choice Voucher Programs.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **Payroll Services**.

It is the Housing Authority’s desire to retain the services of a qualified payroll firm for a period of two (2) years. All services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (“HUD”), as well as all applicable state and federal laws.

2. SCOPE OF SERVICES

The successful respondent shall be required to provide the full range of payroll services, including but not limited to the following:

- (a) Accept and process all payroll information from the Housing Authority;
- (b) Calculate amount of all required payroll withholdings, including but not limited to Federal taxes, State of New Jersey taxes, Local taxes, pensions, insurances, savings plans, union dues, child support, and court-ordered garnishments;
- (c) Remit in a timely manner all withheld amounts to the appropriate entity on behalf of the Housing Authority;
- (d) Prepare bi-monthly (i.e. twice monthly) payroll preview for review for potential errors prior to generation of checks and direct deposits;
- (e) Complete all corrections and adjustments in a timely manner;
- (f) Finalize bi-monthly payroll for all Housing Authority employees;
- (g) Comply with all State of New Jersey regulations concerning electronic disbursement (N.J.A.C. 5:30-17);
- (h) Provide bi-monthly payroll registers;
- (i) Provide payroll tax reports bi-monthly, quarterly, and annually;
- (j) Complete year-end processing, including annual tax reporting and W-2 processing for employees;
- (k) Report payroll information to the New Jersey Public Employees’ Retirement System, including the certification of service and final salary retirement application;
- (l) Maintain written complaint log in accordance with N.J.A.C. 5:30-17.6(b);
- (m) Provide in a timely manner whatever information is requested by the Executive Director of the Housing Authority.

3. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A. Is authorized to do business in the State of New Jersey.
- B. Has the capability to provide the full scope of services described herein.
- C. Has experience in providing payroll services to other public housing authorities in the State of New Jersey.
- D. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, the U.S. General Services Administration, the U.S. Internal Revenue Service, or any other federal agency or the Federal Government, and/or the N.J. Department of Labor, or any other state agency or the State of New Jersey.
- E. Has an office within a distance acceptable to the Executive Director of the Housing Authority, such that physical delivery and receipt of documents and records can occur in a manner that assures the delivery of paychecks on regularly scheduled paydays, as required by N.J.A.C. 5:30-17.5(a)(2).

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

4. SUBMISSION OF PROPOSALS

All Proposals must be sealed and received by the Housing Authority (via mail or hand-delivery only) no later than 11:00 a.m. on Friday, December 22, 2017 at the following address:

Mr. Carl S. Czaplicki, Jr.
Executive Director
Guttenberg Housing Authority
6900 Broadway, Guttenberg, NJ 07093

The sealed envelope must be marked "Proposal for Payroll Services".

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead, and signed by the owner or an executive officer of the firm.
- B. **Executive Summary-** Provide a brief non-technical overview of the Respondent's business including the range of services offered. Respondents should demonstrate how and why their services meet the Housing Authority's needs and qualification requirements.

- C. **Company Profile-** Provide a history of the business and a biography of all key personnel who would be handling Housing Authority matters. This should include a narrative identifying any public housing authorities or other public entities that the firm has provided payroll services to over the past ten (10) years.
- D. **Professional Services-** Describe in detail each aspect of the payroll services proposed and the firm’s specialized knowledge and experience with each such service.
- E. **Proposed Costs-** Respondents are required to specify all proposed costs and charges for payroll services, broken out by frequency (ex: pay period charges, quarterly charges, annual charges, year-end charges, and agency charges).
- F. **Required Documentation-** Each respondent shall execute and submit the following documents as part of their formal proposal:
 - a) One (1) Original and Two (2) Copies of Proposal
 - b) HUD-5369C – Certification and Representations of Offerors
 - c) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - d) Non-Collusion Affidavit
 - e) Statement of Corporate Ownership
 - f) Affirmative Action Compliance Notice
 - g) Completed Proposal Document Checklist

All respondents shall further supply a copy of the organization’s New Jersey Business Registration Certificate issued by the Division of Revenue and a Certificate of Insurance in order to be eligible for award consideration.

Failure to provide any of the above documentation at the time of submission shall be considered a fatal defect warranting rejection of the proposal.

6. PROPOSAL REVIEW

- A. All proposals will be reviewed in accordance with the “Competitive Proposal” process outlined in the HUD Procurement Handbook 7460.8 Rev-2 and HUD Notice PIH-90-47, as well as the Housing Authority’s evaluation criteria.
- B. The Housing Authority’s **evaluation criteria** are as follows:
 - 30 Points – qualifications and experience providing payroll services generally
 - 30 Points – experience providing payroll services to New Jersey public entities
 - 20 Points – capability to provide the full scope of requested services
 - 20 Points – reasonableness of proposed fee(s)
- C. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Town of Guttenberg, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA-302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(title or position) (name of firm)
the respondent submitting this Proposal in response to the Request for Proposals entitled
_____, and that I execute said proposal with full authority
(title of Request for Proposal)

to do so, that said respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Guttenberg Housing Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Signature of Respondent: _____ Date: _____

Subscribed and sworn before me this ____ day of
_____, 2017

(Notary Public)

STATEMENT OF CORPORATE OWNERSHIP

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Limited Liability Corporation Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Signature of Respondent: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2017

(Notary Public)

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or _____
(Company Name)
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Respondent: _____ Date: _____

Printed Name/Title: _____

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful respondent's requirement to comply with the requirements of
N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful respondent shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PROPOSAL DOCUMENT CHECKLIST

| Submission Requirement | Initial each required entry and if required submit the item |
|--|--|
| One Original and Two Copies of Entire Proposal | |
| Support for Qualifications | |
| Support for Evaluation Factors | |
| References and Resumes | |
| Statement of Corporate Ownership | |
| Non-Collusion Affidavit | |
| Certification Regarding Non-Debarment | |
| Form HUD-5369-C | |
| Affirmative Action Compliance Notice and Documentation | |
| Valid State of NJ Business Registration Certificate | |
| Certificate of Insurance | |

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

AGREEMENT FOR PAYROLL SERVICES

THIS AGREEMENT made on _____, by and between _____, having its principal place of business at _____ (hereinafter called the “VENDOR”) and the **HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG**, a public body corporate and politic organized and existing pursuant to the Code of Federal Regulations, the Department of Housing and Urban Development (“HUD”), and the laws of the State of New Jersey, with an office at 6900 Broadway, Guttenberg, NJ 07093 (hereinafter called the “HOUSING AUTHORITY”).

WHEREAS, the Housing Authority has determined that it is in need of payroll services; and

WHEREAS, in accordance with both state and federal procurement regulations, the Housing Authority issued a Request for Proposals for payroll services;

WHEREAS, the Housing Authority received proposals from _____ respondents by the published deadline of _____;

WHEREAS, the Housing Authority has determined that the proposal submitted by _____ for payroll services is the most advantageous to the Housing Authority, price and other factors considered; and

WHEREAS, both the Housing Authority and the Vendor desire to enter into this Agreement for the Vendor to provide payroll services;

WHEREAS, the Housing Authority and the Vendor shall comply with all statutes, rules, regulations, and orders of HUD, the State of New Jersey and the Town of Guttenberg applicable to these services, which are deemed incorporated herein by reference;

WITNESSETH, that the Housing Authority and the Vendor, for the consideration stated herein, agree as follows:

ARTICLE 1. DEFINITIONS

As used herein, the following terms shall have the meaning set forth as follows:

SECTION 1.01 “AGREEMENT DOCUMENTS” shall mean, this Agreement, collectively with all associated addenda and attachments, the Request for Proposals, the Vendor’s Proposal dated _____, and all other attachments.

SECTION 1.02 “CONTRACT DATE” shall mean the date on which this Agreement is effective, which shall be the date set forth above.

SECTION 1.03 “VENDOR” shall mean _____ and its permitted successors and assigns.

SECTION 1.04 “VENDOR’S PROPOSAL” shall mean the proposal issued by the Vendor dated _____ and any amendment thereto approved and accepted by the Housing Authority.

SECTION 1.05 “DELIVERABLES” shall mean all work product of any nature submitted by the Vendor to the Housing Authority for review and approval pursuant to the terms of this Agreement.

SECTION 1.06 “SUBCONTRACTOR” shall mean any person, entity, firm or corporation, other than the employees of the Vendor, who furnishes labor and/or materials in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Vendor.

SECTION 1.07 “OWNER” or “HOUSING AUTHORITY” shall mean and refer to the Housing Authority of the Town of Guttenberg.

SECTION 1.08 “EXECUTIVE DIRECTOR” shall mean and refer to the Executive Director of the Housing Authority, which is currently Carl S. Czaplicki Jr.

SECTION 1.09 “HUD” shall mean and refer to the United States Department of Housing and Urban Development.

ARTICLE 2. ORDER OF PRECEDENCE

In the event of any conflict in the interpretation of any clause of this Agreement or the Vendor’s Proposal, the interpretation of such clause shall be construed giving precedence to the same in the following order: 1) this Agreement, 2) the Request for Proposals; and 3) the Vendor’s Proposal.

ARTICLE 3. VENDOR’S RESPONSIBILITIES AND SCOPE OF SERVICES

SECTION 3.01 Throughout the term of this Agreement, the Vendor shall provide the Services set forth in the Vendor’s Proposal and/or as described in Section 3.02 herein. The Vendor shall render full and prompt cooperation with the Housing Authority in all aspects of the Services performed hereunder.

SECTION 3.02 Generally, the Vendor shall be required to provide the full range of payroll services to the Housing Authority. The Scope of Services shall include, but not be limited to, the following:

- (a) Accept and process all payroll information from the Housing Authority;
- (b) Calculate amount of all required payroll withholdings, including but not limited to Federal taxes, State of New Jersey taxes, Local taxes, pensions, insurances, savings plans, union dues, child support, and court-ordered garnishments;
- (c) Remit in a timely manner all withheld amounts to the appropriate entity on behalf of the Housing Authority;
- (d) Prepare bi-monthly (i.e. twice monthly) payroll preview for review for potential errors prior to generation of checks and direct deposits;
- (e) Complete all corrections and adjustments in a timely manner;
- (f) Finalize bi-monthly payroll for all Housing Authority employees;
- (g) Comply with all State of New Jersey regulations concerning electronic disbursement (N.J.A.C. 5:30-17);
- (h) Provide bi-monthly payroll registers;
- (i) Provide payroll tax reports bi-monthly, quarterly, and annually;

- (j) Complete year-end processing, including annual tax reporting and W-2 processing for employees;
- (k) Report payroll information to the New Jersey Public Employees' Retirement System, including the certification of service and final salary retirement application;
- (l) Maintain written complaint log in accordance with N.J.A.C. 5:30-17.6(b);
- (m) Provide in a timely manner whatever information is requested by the Executive Director of the Housing Authority.

SECTION 3.03 The Vendor shall furnish all of the Services that are necessary for the completion of this Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the Housing Authority.

SECTION 3.04 The extent and character of the Services to be performed by the Vendor shall be subject to the general control and approval of the Executive Director or his authorized representative(s). The Vendor shall not comply with requests and/or orders issued by anyone else. The Vendor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Housing Authority. The Vendor agrees to act in an expeditious and fiscally sound manner in providing the Housing Authority with input regarding the time and cost to implement said changes.

ARTICLE 4. CONTRACT TERM

This Agreement shall be effective on the Contract Date and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth hereinbelow, upon the passage of two (2) years from the Contract Date.

ARTICLE 5. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Owner: Housing Authority of the Town of Guttenberg
 6900 Broadway
 Guttenberg, New Jersey 07093
 Attention: Executive Director Carl S. Czaplicki Jr.

 Manfredi & Pellechio (General Counsel)
 P.O. Box 459
 Colts Neck, New Jersey 07722
 Attention: Joseph A. Manfredi, Esq.

Vendor: _____

Attention: _____

Any party may at any time designate a different address and/or contact person by giving written notice as provided above to all other parties.

ARTICLE 6. COMPENSATION

SECTION 6.01 The Vendor's compensation for the Services provided according to the terms of this Agreement shall be in accordance with the fees and charges indicated in the Vendor's Proposal. The Vendor shall submit regular invoices indicating: (1) the services performed; and (2) the total amount billed for compensation due under this Agreement.

SECTION 6.02 All invoices will be paid within thirty (30) days by the Housing Authority unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Vendor shall provide complete cooperation during any such investigation. Invoices and associated documentation of expenses shall be submitted by the Vendor to the Housing Authority at the address herein provided.

ARTICLE 7. INDEMNIFICATION AND INSURANCE

SECTION 7.01 Pursuant to N.J.A.C. 5:30-17.6, the Vendor shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Vendor's performance under this Agreement. The Vendor shall be responsible for the errors and omissions of its employees or agents, particularly where those errors and omissions prevent timely disbursements on behalf of the Housing Authority from being made, including penalties, fines, interest, and damages.

SECTION 7.02 The Vendor shall obtain and maintain throughout the term of this Agreement Comprehensive General Liability Insurance, Professional Liability Insurance, and other insurances as are required by the Housing Authority in the minimum amounts as set forth below. The Vendor shall provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured (where applicable). The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

SECTION 7.03 Prior to the commencement of Services, the Vendor shall furnish the Housing Authority with Certificate(s) of Insurance showing the following insurances are in force and will insure all operations under the Agreement:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;
- (b) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000;

- (c) Professional Liability Insurance: must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

ARTICLE 8. MANNER OF PERFORMANCE

SECTION 8.01 The Vendor shall provide and perform the Services described herein in a competent and professional manner, in accordance with the terms and conditions of this Agreement and prevailing payroll standards. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Vendor in all aspects of the Services.

SECTION 8.02 The Vendor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals to meet the requirements to which reference is hereinafter made. The Vendor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Housing Authority, should the Housing Authority make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirement for such a position.

SECTION 8.03 Removal and replacement of any of Vendor's personnel as used in this Article shall not require the termination and/or demotion of such personnel.

SECTION 8.04 The Vendor represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner. The Vendor shall, upon demand, provide the Housing Authority with a copy of the professional licenses of all staff providing services to the Housing Authority.

SECTION 8.05 The Vendor shall at all times cooperate with the Housing Authority and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

SECTION 8.06 In the performance of this Agreement, the Vendor shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

ARTICLE 9. INDEPENDENT CONTRACTOR RELATIONSHIP

The Vendor is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control.

The Vendor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Vendor's relationship and the relationship of its employees to the Housing Authority shall be that of an independent contractor and not as employees and agents of the Housing Authority.

The Vendor does not have the power or authority to bind the Housing Authority in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 10. CONSENT OF HOUSING AUTHORITY REQUIRED FOR ASSIGNMENT

The Vendor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 11. SUBCONTRACTOR

The Vendor shall be solely responsible for the performance of this Agreement and the use of a Subcontractor shall not be permitted. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement and shall constitute an event of default by the Vendor as further detailed in Article 14.

ARTICLE 12. SEVERABILITY

If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 13. TERMINATION FOR CONVENIENCE

SECTION 13.01 The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Vendor written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify that: 1) the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Vendor for its services rendered and costs incurred through to the date of termination.

SECTION 13.02 Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Vendor shall, regardless of any delay in determining or adjusting amounts due under this clause:

- Stop work as specified in the Notice of Termination;
- Continue the provision of the Services not terminated;
- Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement;
- Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- As directed by the Housing Authority, transfer title and deliver to the Housing Authority all documentation produced or acquired for the terminated Services.

ARTICLE 14. TERMINATION BY DEFAULT

This Agreement may be terminated if there has been a material default in the performance or observance of any term or condition of this Agreement by the Vendor.

SECTION 14.01 EVENTS OF DEFAULT. The Vendor's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to satisfactorily perform any or all of the Scope of Services;
- 2) Discontinuance of the Services by the Vendor without authorization or justification;
- 3) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
- 4) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by HUD pursuant to 24 CFR Part 24; and
- 5) Any change in ownership or control of Vendor without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

SECTION 14.02 If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall the Vendor be relieved of any of its responsibilities, duties or obligations under this Agreement.

The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 15. CONFIDENTIALITY

SECTION 15.01 All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Vendor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used by the Vendor or its

employees, or Subcontractors for any purpose other than for the benefit of the Housing Authority, unless required by law.

SECTION 15.02 The Vendor shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

ARTICLE 16. ACCESS TO RECORDS

The Vendor agrees to make available to the Housing Authority and its representatives, upon demand, all documents and records relating to the performance of this Agreement in Vendor's possession, custody, or control for inspection and copying. All records relating to the performance of this Agreement must be retained for a period of three (3) years following completion of services and final payment by the Housing Authority.

ARTICLE 17. DEBARMENT.

By execution of this Agreement, the Vendor certifies that it is not currently debarred by HUD or any other Federal or State entity.

ARTICLE 18. NONDISCRIMINATION.

During the performance of this Agreement, the Vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such affirmative action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 19. PREVAILING LAW/JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement or the Services provided by the Vendor hereunder must be brought in the Superior Court of New Jersey, Hudson County.

ARTICLE 20. CHANGES & MODIFICATIONS.

This Agreement may not be modified except in writing executed by each of the parties hereto.

ARTICLE 21. INTEREST OF VENDOR, THEIR OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS.

The Vendor represents that the Vendor does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 22. LOBBYING CERTIFICATIONS.

The Vendor certifies, to the best of its knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Vendor will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE 23. MISCELLANEOUS PROVISIONS.

SECTION 23.01 DELAYS. Information required by the Vendor must be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Vendor or exchange information by telephone or letter. The Vendor is not responsible for delays in performance caused by (i) the Housing Authority's failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, including but not limited to HUD, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

SECTION 23.02 POLITICAL ACTIVITY PROHIBITED. None of the Services to be provided by the Vendor shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 23.03 PUBLICATION, REPRODUCTION, AND USE OF MATERIAL. All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other customized materials prepared under this Agreement.

SECTION 23.04 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

SECTION 23.05 AGREEMENT DOCUMENTS. For the purposes hereof, the Agreement shall consist of this Agreement, the Request for Proposals, and the Vendor's Proposal, which together constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

Housing Authority of the Town of Guttenberg

Dated:

Carl S. Czaplicki Jr.
Executive Director

(Vendor)

Dated:

(name)
(title)