

**HOUSING AUTHORITY OF THE  
TOWN OF MORRISTOWN**

**REQUEST FOR PROPOSALS**

**INFORMATION TECHNOLOGY 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 August 17, 2018 to:**

Mr. Douglas Priester  
Director of Operations  
Housing Authority of the Town of Morristown  
31 Early Street  
Morristown, New Jersey 07960

## Request for Proposals

Proposals for Information Technology Services will be received by the Housing Authority of the Town of Morristown (“MHA”), 31 Early Street, Morristown, N.J. 07960, until **11:00 a.m.** on **Friday, August 17, 2018.**

The RFP documents can be obtained by contacting Douglas Priester, Director of Operations, at (973) 292-4155 or [dpriester@morristownha.com](mailto:dpriester@morristownha.com).

An original and one (1) copy of the proposal must be submitted in a sealed package to the MHA. The package must be clearly marked with the words “Proposal for Information Technology Services”. All proposals must be received at the following address by the proposal deadline stated above:

Housing Authority of the Town of Morristown  
31 Early Street, Morristown, NJ 07960  
ATTN: Douglas Priester, Director of Operations

All responses submitted are subject to these instructions and to the Instructions to the Offerors, Non-Construction form [HUD 5369-B](#).

The MHA reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

## **1. PURPOSE**

The Housing Authority of the Town of Morristown (hereinafter the “Housing Authority”) is a public housing authority with administrative offices located at 31 Early Street, Morristown, New Jersey 07960. 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 **Information Technology (“IT”) Services**. It is the Housing Authority’s desire to retain the services of a qualified IT 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 IT services. The Scope of Services shall include, but not be limited to, the following:

- a. Review all computer software, including but not limited to firewall and antivirus programs, for updates and confirm system maintenance checks are being performed.
- b. Install, configure, update, and troubleshoot servers, workstations, and network devices.
- c. Perform forced data backup.
- d. Review and recommend hardware, software, and services for checking web traffic, blocking restricted websites, and preventing cyber-attacks.
- e. Supply computer hardware and software systems, as requested by the Housing Authority.
- f. Provide on-site and remote support, as needed.
- g. Provide computer hardware maintenance and repair services.
- h. Provide computer software consulting and support services.
- i. Complete service reports and report any deficiencies.
- j. (With Housing Authority Approval) Make all necessary repairs to maintain computer hardware and software systems in good operating condition.

## **3. QUALIFICATIONS**

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 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.

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, August 17, 2018** at the following address:

Mr. Douglas Priester  
Director of Operations  
Housing Authority of the Town of Morristown  
31 Early Street  
Morristown, New Jersey 07960

The sealed envelope must be marked "Proposal for Information Technology Services".

#### **5. PROPOSAL REQUIREMENTS**

- A. Proposals shall be submitted on the company letterhead and signed by the owner or an executive officer of the company. Respondents should demonstrate how and why their services meet the Housing Authority's needs and qualification requirements. Respondents should also provide a history of the business, a biography of all key personnel who would be handling Housing Authority matters, and a list of any public housing authorities or other public entities that the business has provided IT services to over the past ten (10) years.
- B. **Proposed Costs-** Respondents are required to specify all proposed costs and charges for IT services for each year of service.
- C. **Required Documentation-** Each respondent shall submit the following documents as part of their formal proposal:
  - a) One (1) Original and One (1) Copy of Proposal
  - b) Proposal Checklist
  - c) Acknowledgement of Addenda
  - d) HUD-5369C – Certification and Representations of Offerors
  - e) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - f) Non-Collusion Affidavit

- g) Statement of Corporate Ownership
- h) Affirmative Action Compliance Notice
- i) New Jersey Business Registration Certificate
- j) Certificate of Insurance

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

## 6. PROPOSAL REVIEW

- A. All proposals will be reviewed in accordance with the Housing Authority's evaluation criteria.
- B. The Housing Authority's **evaluation criteria** are as follows:
  - 30 Points – qualifications and experience providing IT services generally
  - 30 Points – experience providing IT 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.

## 7. POST-AWARD ITEMS

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The Contractor agrees to comply with 24 CFR part 135 and certifies, by the submission of its proposal, that it is under no contractual or other impediment which would prevent it from complying with the regulations thereunder.
- B. The successful respondent will be required to execute the Housing Authority's contract within seven (7) days of receiving the notice of award.

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

The contractor and the Housing Authority of the Town Morristown, (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. 12101 et seq.), 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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 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.**



# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**ACKNOWLEDGEMENT OF ADDENDA**

The respondent hereby acknowledges receipt of the following Addenda to the request for proposals:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

\_\_\_\_\_  
Signature of Respondent's Agent

# 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 entity making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding 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 Morristown 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 \_\_\_\_\_.

Subscribed and sworn to before me this day \_\_\_\_\_  
Date

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Seal)

# 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: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

% of Ownership: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

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

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:

\_\_\_\_\_ and/or its principals have never, at any time, been suspended,  
(name of firm)  
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban  
Development, the Department of Justice, the General Services Administration, the Internal  
Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey  
Department of Labor or any other state agency or the State of New Jersey.

Subscribed and sworn to before me this day \_\_\_\_\_  
Date

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Seal)



**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 CHECKLIST

Submission Requirement	Initial each required entry and if required submit the item
An Original and one (1) copy of entire Proposal	
Support for Qualifications	
Support for Evaluation Factors	
References and Resumes	
Acknowledgement of Addenda	
Statement of Corporate Ownership	
Non-Collusion Affidavit	
Certification Regarding Non-Debarment	
Valid State of N.J. Business Registration Certificate	
Form HUD-5369-C	
Certificate of Insurance	
Affirmative Action Compliance Notice	

**HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN**

**AGREEMENT FOR IT 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 MORRISTOWN**, with an office at 31 Early Street, Morristown, New Jersey 07960 (hereinafter called the “HOUSING AUTHORITY”).

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

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

**WHEREAS**, following a thorough analysis of all proposals received by the submission deadline of \_\_\_\_\_, the Housing Authority determined that \_\_\_\_\_ submitted the proposal 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 IT 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 Morristown 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 Morristown.

**SECTION 1.08 “EXECUTIVE DIRECTOR”** shall mean and refer to the Executive Director of the Housing Authority, which is currently Keith Kinard.

**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 Request for Proposals and/or as described in the Vendor’s Proposal. The Vendor shall render full and prompt cooperation with the Housing Authority in all aspects of the Services performed hereunder.

**SECTION 3.02** 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 3.03** 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 Morristown  
                              31 Early Street  
                              Morristown, New Jersey 07960  
                              Attention: Keith Kinard, Executive Director

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** 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.

**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 \$\_\_\_\_\_ per occurrence or \$\_\_\_\_\_ 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 \$\_\_\_\_\_ 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 IT 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, Morris 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 Morristown**

Dated:

\_\_\_\_\_  
Keith Kinard  
Executive Director

**(Vendor)**

Dated:

\_\_\_\_\_  
(name)  
(title)