

# GUTTENBERG HOUSING AUTHORITY

## REQUEST FOR PROPOSALS FOR INSURANCE RISK MANAGEMENT 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 January 12, 2023 to:**

MR. RUDDYS ANDRADE  
EXECUTIVE DIRECTOR  
GUTTENBERG HOUSING AUTHORITY  
6900 BROADWAY  
GUTTENBERG, NJ 07093

All proposals shall be submitted in a sealed envelope labeled appropriately

(proposal title and return address) and delivered to

Ruddys Andrade, Executive Director Guttenberg Housing Authority

6900 Broadway, Guttenberg, NJ 07093

***by or before Thursday, January 12, 2023 at 11:00 A.M., EST,***

using one of the following submission procedures:

**HAND -CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY**

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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 **Insurance Risk Management Services**.

It is the Housing Authority's desire to retain the services of a qualified insurance risk management consultant for a period of one (1) year. 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 full range of insurance risk management services, including but not limited to the following:

- (a) Assist the Housing Authority in identifying its insurance liability exposures and recommend methods to reduce, assume, or transfer the risk of loss;
- (b) Assist the Housing Authority with the selection and understanding of the various coverages available from the New Jersey Public Housing Authority Joint Insurance Fund ("JIF");
- (c) Review with the Housing Authority any additional coverages that are needed but not offered by the JIF and, if authorized, assist the Housing Authority in obtaining such additional coverages;
- (d) Assist the Housing Authority in the preparation of applications, statements of values, and other documents requested by the JIF;
- (e) Review Certificates of Insurance from contractors, vendors, and professionals when requested by the Housing Authority;
- (f) Review the Housing Authority's assessment as prepared by the JIF and assist the Housing Authority in the preparation of its annual insurance budget;
- (g) Review loss reports and generally assist the Housing Authority in its loss containment objectives;
- (h) Attend no less than one (1) municipal safety committee meeting each year to provide for the safety objectives and goals of the Housing Authority;
- (i) Arrange for the Housing Authority to receive training and safety classes as required by the JIF;

- (j) Assist where and when needed in the understanding of issues and settlement of any claims, with the understanding that the scope of work does not include the work normally done by a public adjuster;
- (k) Provide assistance to the Housing Authority in the handling of all claims and incident reports; and
- (l) Work with the JIF and any other insurance companies that provide insurance coverage to the Housing Authority.
- (m) Perform any other risk management services required by the JIF's bylaws.

### **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 insurance risk management 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 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.

Failure to meet any of the foregoing qualifications is considered a material defect and may 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 January 12, 2023 at the following address:

Mr. Ruddys Andrade  
Executive Director  
Guttenberg Housing Authority  
6900 Broadway, Guttenberg, NJ 07093

The sealed envelope must be marked "Proposals for Insurance Risk Management 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 that the firm has provided insurance risk management services to over the past ten (10) years.
- D. **Professional Services-** Describe in detail each aspect of the insurance risk management services proposed and the firm's specialized knowledge and experience with each such service.
- E. **References-** Respondents are required to submit a minimum of three (3) references.
- F. **Proposed Costs- All** costs for services shall be paid by the JIF. The JIF fund promulgates that respondents can receive a percentage of the Authority's annual assessment as compensation for services rendered. Please include the proposed percentage for the insurance risk management services described herein.
- G. **Required Documentation-** Each respondent shall execute and submit the following documents as part of their formal proposal:
  - a) 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 may 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 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.

**COMPETITIVE PROPOSAL EVALUATION SYSTEM  
INSURANCE RISK MANAGEMENT SERVICES**

Name/Address of Respondent \_\_\_\_\_  
\_\_\_\_\_

- 1) Experience providing insurance risk management services to New Jersey public housing authorities. (0-30 points) \_\_\_\_\_
- 2) Experience providing insurance risk management services generally. (0-20 points) \_\_\_\_\_
- 3) Familiarity with the New Jersey Public Housing Authority Joint Insurance Fund (0-20 points) \_\_\_\_\_
- 4) Capability to provide the full scope of requested services. (0-10 points) \_\_\_\_\_
- 5) Reasonableness of proposed fee(s). (0-20 points) \_\_\_\_\_

**TOTAL POINT SCORE:** \_\_\_\_\_  
(0-100 points)

Name of Scorer: \_\_\_\_\_

Date of Scoring: \_\_\_\_\_

**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 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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.**

**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  
\_\_\_\_\_, 2023

\_\_\_\_\_  
(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: \_\_\_\_\_

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

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

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

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

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

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

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

Signature of Respondent: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
(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**

<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
Two Originals 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 INSURANCE RISK MANAGEMENT SERVICES**

**THIS AGREEMENT** made on \_\_\_\_\_, by and between \_\_\_\_\_. Having its principal place of business at \_\_\_\_\_ (hereafter called the “CONSULTANT”) 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 047093 (hereinafter called the “HOUSING AUTHORITY”).

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

**WHEREAS**, in accordance with both state and federal procurement regulations, the Housing Authority issued a Request for Proposals for insurance risk management 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 \_\_\_\_\_ insurance risk management services is the most advantageous to the Housing Authority, price and other factors considered; and

**WHEREAS**, both the Housing Authority and the Consultant desire to enter into this Agreement for the Consultant to provide insurance risk management services;

**WHEREAS**, the Housing Authority and the Consultant 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 Consultant, 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 Consultant’s Proposal \_\_\_\_\_, and all dated 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 “CONSULTANT” shall mean \_\_\_\_\_ and its permitted successors and assigns.**

**SECTION 1.04 “CONSULTANT’S PROPOSAL”** shall mean the proposal issued by the Consultant 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 Consultant 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 Consultant, who furnishes labor and/or materials in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Consultant.

**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 Ruddys Andrade.

**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 Consultant’s Proposal, the interpretation of such clause shall be construed giving precedence to the same in the following order: 1) this Agreement, and 2) the Consultant’s Proposal.

## **ARTICLE 3. CONSULTANT’S RESPONSIBILITIES AND SCOPE OF SERVICES**

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

**SECTION 3.02** Generally, the Consultant shall be required to provide the full range of insurance risk management services to the Housing Authority. The Scope of Services shall include, but not be limited to, the following:

- (a) Assist the Housing Authority in identifying its insurance liability exposures and recommend methods to reduce, assume, or transfer the risk of loss;
- (b) Assist the Housing Authority with the selection and understanding of the various coverages available from the New Jersey Public Housing Authority Joint Insurance Fund (“JIF”);
- (c) Review with the Housing Authority any additional coverages that are needed but not offered by the JIF and, if authorized, assist the Housing Authority in obtaining such additional coverages;
- (d) Assist the Housing Authority in the preparation of applications, statements of values, and

other documents requested by the JIF;

- (e) Review Certificates of Insurance from contractors, vendors, and professionals when requested by the Housing Authority;
- (f) Review the Housing Authority's assessment as prepared by the JIF and assist the Housing Authority in the preparation of its annual insurance budget;
- (g) Review loss reports and generally assist the Housing Authority in its loss containment objectives;
- (h) Attend no less than one (1) municipal safety committee meeting each year to provide for the safety objectives and goals of the Housing Authority;
- (i) Arrange for the Housing Authority to receive training and safety classes as required by the JIF;
- (j) Assist where and when needed in the understanding of issues and settlement of any claims, with the understanding that the scope of work does not include the work normally done by a public adjuster;
- (k) Provide assistance to the Housing Authority in the handling of all claims and incident reports; and
- (l) Perform any other risk management services required by the JIF's bylaws.

**SECTION 3.03** The Consultant 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 Consultant shall be subject to the general control and approval of the Executive Director or his authorized representative(s). The Consultant shall not comply with requests and/or orders issued by anyone else. The Consultant agrees to provide input on policy issues in the form of recommendations. The Consultant agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Housing Authority. The Consultant 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 one (1) year 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 Ruddy Andrade

Consultant:             \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**

In exchange for the Services provided, the Consultant shall be compensated in the following manner:

- a) The Housing Authority authorizes the JIF to pay its Consultant a fee as compensation for services rendered, an amount equal to \_\_\_\_\_% of the Housing Authority’s annual assessment as promulgated by the JIF. Said fee shall be paid to the Consultant within thirty (30) days of payment of the Housing Authority’s assessment
- b) For any insurance coverages authorized by the Housing Authority to be placed out of the JIF, the Consultant shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the JIF’s assessment in computing the fee outlined in subsection (a).

**ARTICLE 7. INDEMNIFICATION AND INSURANCE**

**SECTION 7.01** The Consultant 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 Consultant’s performance under this Agreement.

**SECTION 7.02** The Consultant 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 Consultant 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 Consultant 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) Automobile Liability Insurance: must cover all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;
- (c) 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. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy; and
- (d) 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 Consultant 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 insurance risk management standards. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Consultant in all aspects of the Services.

**SECTION 8.02** The Consultant 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 Consultant 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 Consultant's personnel as used in this Article shall not require the termination and/or demotion of such personnel.

**SECTION 8.04** The Consultant 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 consultant 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 Consultant 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 Consultant shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

**ARTICLE 9. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Consultant 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 Consultant’s sole direction, supervision and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Consultant’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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

**SECTION 14.01 EVENTS OF DEFAULT.** The Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to make available to the Housing Authority, upon demand, all documents and records relating to the performance of this Agreement in Consultant's possession, custody, or control for inspection and copying.

#### **ARTICLE 17. DEBARMENT.**

By execution of this Agreement, the Consultant certifies that it is not currently debarred by HUD

or any other State or Federal Agency.

**ARTICLE 18. NONDISCRIMINATION.**

During the performance of this Agreement, the Consultant 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 ensure 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 Consultant 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 CONSULTANT, THEIR OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS.**

The Consultant represents that the Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant or exchange information by telephone or letter. The Consultant 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 Consultant 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 and the Consultant’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:

\_\_\_\_\_  
Ruddys Andrade  
Executive Director

**(Insurance Risk Management Company)**

Dated:

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