

Request for Qualifications

For

COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

Issue Date: May 14, 2013

DUE DATE: May 29, 2013

Time: 11:00 AM

Location: NJHMFA

VENDOR NAME: _____

New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, P.O. Box 18550
Trenton, New Jersey 08650-2085

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

TABLE OF CONTENTS

1.0	INFORMATION FOR BIDDERS
2.0	DEFINITIONS
3.0	SCOPE OF SERVICES
4.0	SPECIFIC SUBMISSION REQUIREMENTS
5.0	ADDITIONAL INFORMATION FOR BIDDERS
6.0	PROJECT TERM AND TERMINATION
7.0	CONFLICTS OF INTEREST
8.0	BID SECURITY AND BONDING REQUIREMENTS
9.0	INSURANCE
10.0	PRICE AND PAYMENT
11.0	APPLICABLE LAW
12.0	MISCELLANEOUS
	Exhibits A through I
	Appendix 1 – HMFA Standard Contract

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

1.0 INFORMATION FOR BIDDERS

1.1 Background

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”) is an independent state agency, whose primary mission is to provide funding for affordable home ownership and housing opportunities for New Jersey Residents. The Agency is a strong, unified advocate for housing production, financing and improvement. It accomplishes its mission by responding to the needs of its residents by implementing creative programs and establishing alliances that fund affordable home mortgages for first-time home buyers; promoting construction and rehabilitation of rental housing; encouraging mixed-income, owner-occupied housing growth as a means to stabilize neighborhoods; advancing the growth and development of municipalities; contributing to the quality of life of older adults, the disabled and those with special housing needs; and formulating partnerships to foster the economic development of New Jersey and the personal development of its residents.

On October 29, 2012, Superstorm Sandy caused catastrophic damage to broad range of communities in the State New Jersey (the “State”) and had a negative impact on families of all income levels in general and low and moderate income households that include individuals with special needs in particular. Although the Presidential disaster declaration was designated to all twenty-one New Jersey counties, damage was particularly concentrated in communities bordering or near the Atlantic Ocean or the Hudson River. Priority has been given to the nine counties most impacted by the storm, which the United States Department of Housing and Urban Development (“HUD”) has identified to be Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean and Union Counties (the “most impacted and distressed counties”).

On January 29, 2013, the federal government enacted the Disaster Relief Appropriations Act of 2013 (Public Law 113-2) (the “Disaster Relief Act) which appropriated monies targeted to various federal agencies. Among those monies that the federal government appropriated, \$16,000,000,000 in Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds are to be split among states that experienced natural disasters in 2011, 2012, or 2013. These CDBG-DR funds are administered by HUD and are to be used to address unmet disaster recovery needs, which are, funding needs not satisfied by other public or private funding sources like Federal Emergency Management Association (“FEMA”), Small Business Administration Disaster Loans, individual assistance, or private insurance.

Governor Christie has designated the NJ Department of Community Affairs (“DCA”) as the “Grantee” or entity responsible to HUD for administering the distribution of CDBG-DR funds for the State. DCA has established the New Jersey Department of Community Affairs Community Development Block Grant-Disaster Recovery Action Plan (the “Action Plan”) to address the administration and distribution of the CDBG-DR funds. DCA has designated the Agency as the “Subrecipient” for the administration and distribution of the CDBG-DR for the Program.

The State will receive \$1,829,520,000 of the initial \$5,400,000,000 CDBG-DR fund distribution to assist the State’s recovery efforts, of which \$25,000,000 has been allocated to the Sandy Buy-Down Program (“SBDP”) in the effort to provide incentives for low and moderate income buyers to purchase a home

within one of the most impacted and distressed counties. The SBDB will provide an affordable alternative to leasing in increasingly expensive leasing markets and will assist in creating a market for new, rebuilt and restored homes.

The SBDB will provide up to \$50,000 per homebuyer to help buy-down the cost of a home in one of the most impacted and distressed counties. The assistance will be secured by a non-amortizing, zero percent (0%) interest mortgage loan which will be forgiven at a rate of twenty percent (20%) per year for a five (5) year term. Borrowers must work with HUD certified Housing Counselors to complete their application for Program assistance. Borrowers must have an income of eighty percent (80%) Area Median Income (“AMI”) or lower to comply with CDBG-DR requirements and must be able to obtain a first mortgage loan through one of the Agency’s participating lenders to be eligible for the Program.

The Program will initially be offered as a 90 day pilot program. During the pilot program, borrowers must provide proof of residency in one of the most impacted and distressed counties. The Program will then be open to borrowers who may reside outside of the nine most impacted areas. In no event will the assistance be provided to a borrower purchasing outside the nine impacted counties.

1.2 Purpose and Intent

The Agency is seeking proposals as set forth herein from HUD-Certified Counseling Agencies, whose counselors will prequalify homebuyers for eligibility into the Sandy Buy-Down Program. The counselors will compile documents and submit a completed application package to the HMFA. Counselors will be required to have previous experience in pre-purchase / home buyer counseling, including but not limited to ordering credit reports and income verification. For the purpose of this Request for Qualifications (“RFQ”), all entities or persons who respond to this RFQ shall be referred to as “Bidder” (as defined below).

HMFA will limit the number of awards per region to no more than three (3) Contractors per Region. “Region” or “Regions” are defined below. Although, a bidder may bid on one or more Regions, the counties that comprise a Region may not be altered or amended in any way.

Region Number	Regions
1	North: Bergen, Essex, Union and Hudson Counties
2	Central: Middlesex, Monmouth and Ocean Counties
3	South: Atlantic and Cape May Counties

Successful Bidders under this RFQ:

1. Shall be qualified to provide Housing Counseling Services to borrowers applying under the SBDP. Housing Counselors must be employed by the Bidder.
2. Shall provide evidence of its capacity to service the counties included in the Region for which it is applying, including but not limited to:
 - a. Information about the number of housing counselors available to serve SBDP clients;
 - b. Information relative to the location of offices within the Region;

- c. Ability to meet with and counsel prospective SBDP clients from each county within the region.
3. Shall provide evidence of the experience and level of qualification of the housing counselors assigned to the SBDP, including but not limited to:
 - a. Resumes of housing counselors assigned to the SBDP,
 - b. Certifications received by counselors,
 - c. Years of experience of each SBDP counselor.
 - d. Overall experience of staff counselors.
4. Shall provide evidence of past performance in counseling efforts under HMFA programs and other counseling programs including number of clients served.

2.0 **DEFINITIONS**

2.1 **General Definitions**

Addendum – Written clarification or revision to this RFQ issued by the New Jersey Housing and Mortgage Finance Agency.

Agency Program Administrator - Individual responsible for the overall management and administration of the contract.

Bidder – An individual or business entity submitting a bid proposal in response to this RFQ.

Contract – This RFQ, any addendum to this RFQ, and the Bidder’s proposal submitted in response to this RFQ, as accepted by the Agency.

Contractor – The Bidder awarded a contract resulting from this RFQ.

Evaluation Committee – A committee established by the Agency to review and evaluate bid proposals submitted in response to this RFQ and to recommend a contract award.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the Agency unless there is a change in the scope of work.

May – Denotes that which is permissible, not mandatory.

New Jersey Housing and Mortgage Finance Agency (“Agency”) – The entity that has issued this RFQ and will enter into a contract.

Project – The undertaking of services that are the subject of this RFQ.

Request for Qualifications (“RFQ”) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the needs of the Agency as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with an Agency contractor, where the Agency contractor uses the products and/or services of that entity to fulfill some of its obligations under its contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the Agency, only with the contractor.

Task – A discrete unit of work to be performed.

Vendor – A supplier of any good or service.

2.2 RFQ Specific Definitions

CDBG-DR – Federal funds used to address unmet disaster recovery needs, which are, funding needs not satisfied by other public or private funding sources such as FEMA, Small Business Administration Disaster Loans, individual assistance, or private insurance.

Client – A homebuyer who has elected to participate in the Program.

Agency Participating Lender – Lender currently participating in the Agency's Home Buyer Program.

Housing Counselor – An experienced counselor who works for a HUD-certified Counseling Agency and has experience in homebuyer counseling.

HUD-Certified Counseling Agency – An agency approved by HUD to provide housing counseling services.

Region – One of three specific sections of the state comprised of specific counties.

Sandy Buy-Down Program (SBDP) – An assistance program designed to provide low and moderate income households an affordable alternative to leasing and will assist in providing a market for new, rebuilt and restored homes in areas that were most impacted by Superstorm Sandy. Eligible homebuyers may receive up to \$50,000 in assistance to purchase a home in one of the nine most impacted counties. The assistance is in the form of a forgivable mortgage loan.

3.0 SCOPE OF SERVICES

Awards issued to successful bidders under this RFQ will be contingent upon the respective Counseling Agency's attendance at a mandatory CDBG training session. Date of said training to be determined.

3.1 Tasks

It is anticipated that potential clients will be referred to the Bidder by marketing initiatives, lenders and real estate professionals. The Bidder will be required to provide the following services:

- a. Provide client with a list of participating lenders to obtain a mortgage pre-qualification letter.
- b. Schedule a face to face appointment with the client.
- c. Gather and review a preliminary eligibility package which includes:
 1. Documentation regarding income and household size;
 2. Proof the Client has \$800 in cash reserve;
 3. Proof of citizenship or permanent resident status;
 4. Non-duplication of benefits certification. If the household has received other storm assistance, supporting documentation from FEMA and/or the insurance company must be provided.
 5. Evidence of prior payment of flood insurance premiums if applicable.
 6. Pre-qualification letter from a Participating Lender.
 7. Complete the CDBG Income Verification, including third party verifications, in accordance with HUD's IRS 1040 method, indicating income below 80% AML.
- d. Electronically transmit the completed eligibility package to the Agency within 10 days of completion. The eligibility package must include a completed income verification checklist signed by the counselor.
- e. For clients applying during the Pilot stage of SBDP, proof of primary residence in one of the nine (9) counties impacted by the storm must be provided. Examples of documentation include leases, utility bills and homeowner's insurance certificate. This will be required during the initial 90 days of the program's operation.

3.2 Compensation

The Sandy Buy-Down Program allows for a total compensation of \$800 as follows:

- a. \$100 per case for each client who receives initial intake/triage, but is not SBDP eligible.
- b. \$800 per case, upon receipt of the completed eligibility package for each client who is fully counseled, screened and deemed SBDP eligible.

3.3 Reporting Requirements

Successful Bidders shall be responsible for the following:

- a. Preparing monthly activity reports in a format designated by the Agency.
- b. Maintaining records in separate files for each client counseled, including keeping an accurate log of each conversation with the applicant. Such records will be made available to the Agency for inspection upon request.
- c. Maintain records for a period of at least (3) three years after the end of the contract or for such longer period as may be required pursuant to the applicable law.

The Agency may perform periodic audits of the successful Bidder's records with regard to any and all activities related to the Sandy Buy-Down Program, including but not limited to financial records.

3.4 Project Term

This contract will be awarded for a period of five years, contingent upon funding availability. Notwithstanding the five year contract term, the successful Bidder shall be required to complete the SBDP counseling for all clients accepted prior to the expiration date of the contract with the Agency. The successful Bidder will be eligible for payment for those clients provided 1) the successful Bidder started working with the client prior to the expiration date of the contract and 2) the successful Bidder completes the requirements as defined under Section 3.2 – Compensation. **Please be advised that the payment of per client fees is subject to funding availability.**

4.0 SPECIFIC SUBMISSION REQUIREMENTS

The purpose of these requirements is to assist the Agency in determining the ability of a Housing Counseling Agency to provide the required counseling services. All items listed below must be provided with the proposal. Proposals that do not include the information requested shall be rejected without further consideration. An Evaluation Committee shall review all proposals to determine if the RFQ requirements are satisfied as set forth in 4.1 below.

4.1 Submission Requirements for Counseling Agencies

All Bidders responding to this RFQ are required to provide the items listed below in a concise format, numbered and organized in the following order:

1. A copy of Bidder's HUD certification.
2. Evidence of the experience and level of qualification of the Housing Counselors assigned to the SBDP, including but not limited to:
 - a. Resumes of housing counselors assigned to the SBDP,
 - b. Certifications received by counselors,
 - c. Years of experience of each SBDP counselor.
3. Evidence of past performance in counseling efforts under HMFA programs and other counseling programs including number of clients served.
4. A brief history of the Bidder, including level of pre-purchase / home buyer counseling activity during the past three years.
5. A brief history or resume of each principal (e.g. Executive Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years.
6. Written certification from the Bidder that information and reports will be provided when required by the Agency.
7. A detailed description of the housing counseling services currently offered by the Bidder.
8. Evidence of its capacity to service the counties included in the Region for which it is applying, including but not limited to:
 - a. Information about the number of housing counselors available to serve SBDP clients;
 - b. Information relative to the location of offices within the Region;
 - c. Ability to meet with and counsel prospective SBDP clients from each county within the region.
9. References: A list of lenders and/or clients to whom you have provided housing counseling services or with whom you have worked. Include contact names and telephone numbers (3 references, not including NJHMFA).
10. If a bidder is submitting a proposal for more than one Region, the bidder shall demonstrate sufficient capacity to provide services in each region.

4.2 Criminal Background Check

Any Contract awarded under this RFQ may be subject to a criminal background check of the person(s) responsible for oversight of the day to day operations of the Program and all counselors for the Sandy Buy-Down Program.

4.3 Bid Evaluation Criteria

The following evaluation criteria, will be used to evaluate, score and rank bid proposals received in response to this RFQ. Proposals shall first be reviewed for completeness and shall then be evaluated, scored and ranked based on the following criteria:

- The quality of the bidder’s experience representing homebuyers in pre-purchase / home buyer counseling.
- The quality of the bidder’s plan to provide representation to the clients in the Region(s).
- A bidder’s administrative and organizational ability to perform the work of the contract for the Region(s) for which it submits a proposal.

The criteria and specific weighting is as follows:

Quality of bidder’s experience	40
Quality of bidder’s plan	35
Administrative & organizational ability	25

5.0 ADDITIONAL INFORMATION FOR BIDDERS

5.1 Bid Opening

Sealed bids must be received at the Agency by **11:00 AM on May 29, 2013** to be considered. Sealed bids received after this time will not be accepted. Faxed bids will not be accepted.

All bids must be must be delivered to the NJHMFA, located at 637 South Clinton Ave, Trenton, NJ, 08611 or mailed to NJHMFA, P.O. Box 18550, Trenton, NJ, 08650-2085. **“Sealed Bid – COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM” and the name and address of the Bidder must be indicated on the outside of the envelope.** Each Bidder must submit **three (3) copies of their bid: one (1) original with original signatures marked “ORIGINAL” and two (2) full, complete and exact copies of the original, marked “COPY”.** The Agency reserves the right to reject any and all bids for any reason including but not limited to the Agency’s determination of cost vs. benefit.

Bid documents are considered public information with the exception of personal and financial information, pursuant to N.J.A.C. 5:80-28.1. After the opening, bids may be available for review upon request.

The Agency reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the Bidder’s financial capabilities to perform the contract. Further, the Agency reserves the right to request a Bidder to explain, in detail, how the bid price was determined.

It is highly improper for a Bidder, after bid opening, to contact a staff member of the Procurement division or Agency to discuss the bids. Should there be any questions concerning the bid(s) submitted, the Bidder will be contacted in writing by a member of the Procurement staff.

5.2 Questions and Inquiries

It is the policy of the Agency to accept written questions and inquiries from all potential Bidders receiving this RFQ. Questions must be in writing and mailed, faxed or e-mailed to: **Oren Thomas**, NJHMFA, 637 South Clinton Avenue, P.O. Box 18550, Trenton, NJ 08650-2085; Fax No.: 609-278-7647; E-mail address: rthomas@njhmfa.state.nj.us

5.3 Question Protocol

Written questions should be directly tied to the RFQ by the Bidder. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFQ. Each question should begin by referencing the RFQ page number and section number to which it relates.

5.4 Cut-Off Date For Questions and Inquiries

All written questions and inquiries relating to this RFQ must be received by **2:00 PM** (Eastern Standard Time) on **May 20, 2013**. Questions received after this time will not be acknowledged or considered.

5.5 Revisions to the RFQ

Only written modifications issued via addendum are considered to be alterations to the RFQ. Oral comments are not binding. An Addendum will be issued by the Agency for any revisions, modifications, clarifications or alterations to the RFQ and will become part of the final contract resulting from this RFQ. If it becomes necessary to amend the RFQ, an Addendum will be issued by the Agency and publicly advertised a minimum of five (5) working days in advance of the bid opening date and time, which will be extended if necessary, in order to meet the five (5) day requirement.

5.6 Bidder's Responsibility

The Bidder assumes sole responsibility for the complete effort required in this RFQ. No special consideration will be given after bids are opened because of a Bidder's failure to be knowledgeable of all the requirements of this RFQ. By submitting a bid in response to this RFQ, the Bidder shall be deemed to have understood all the requirements of the RFQ.

5.7 Cost Liability

The Agency assumes no responsibility and bears no liability for costs incurred by Bidders in the preparation and submittal of the bids in response to this RFQ.

5.8 RFQ Preparation and Submission Requirements

The proposal submitted in response to this RFQ must include the following. Failure to submit or sign any of the required documents may result in disqualification.

1. Submit three (3) copies of proposal, one (1) with original signatures marked "ORIGINAL" and two (2) full complete and exact copies of the original marked "COPY"
2. Specific Requirements as detailed in Section 4.0 of this RFQ
3. Mandatory Affirmative Action Language, N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27-1 et seq. (Exhibit A)
4. Signed Bidder's Checklist (Exhibit B)
5. Ownership Disclosure Form (Exhibit C)
6. References (Exhibit D)
7. Signed Source Disclosure Form (Exhibit E)
8. Disclosure of Investment Activities in Iran Form (Exhibit F)
9. Code of Ethics For Vendors (Exhibit G)
10. Chapter 51/ Executive Order 117 Vendor Certification and Political Disclosure (Exhibit H)
11. Signed Fee Schedule (Exhibit I)
12. Copy of your New Jersey Business Registration Certificate (**It is not required to submit this certificate with the proposal, however Bidder and any named Subcontractors must have a valid certificate at the time of bid submission and Bidder must submit a copy of their certificate and those of any named Subcontractors prior to an award of contract**).

13. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Small Business Enterprise (SBE) certification, if applicable

5.9 Exceptions to the RFQ

Bidders may find instances where they must take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Agency, and a description of the advantage to be gained or disadvantages to be incurred by the Agency as a result of these exceptions.

5.10 Rights to Submitted Material

All proposals, responses, inquiries, and/or correspondence relating to or in reference to this RFQ, and all reports, charts and other documentation submitted by Bidders shall become the property of the Agency when received.

5.11 Rejection of Bids

The failure of Bidders to fulfill all bid requirements shall result in bid rejection. The following grounds are established for rejection of bids:

1. Failure to submit the bid on or before the time and date, and at the place specified in the RFQ document.
2. Failure to complete the bid in ink (pencil is unacceptable).
3. Failure to sign documents in ink where indicated.
4. Failure to submit an executed fee schedule or cost sheet.
5. Failure to submit a sealed bid. Telephoned, faxed or electronic bids will not be accepted.
6. Failure to provide information or other supplemental materials/requirements specified in the RFQ.
7. Failure to attend a mandatory Bidders conference, if and when required.

5.12 Bid Errors

If a Bidder discovers an error after submitting their bid, but prior to bid opening, the Bidder may request that the bid be withdrawn. This request must be submitted in writing to Denise Hammerstone, Deputy Director of Operations, and signed by an officer or authorized representative of the firm. If the request is approved, the Bidder may submit a revised bid as long as it is received prior to the date and time of bid opening.

No alterations or corrections to the bids are permitted after the bids are opened. If an error is discovered after the bid opening but before contract award, the Bidder may request that their bid be withdrawn. This request must be submitted in writing to Denise Hammerstone, Deputy Director of Operations, and signed by an officer or authorized representative of the firm. The decision to permit withdrawal of the bid will be at the discretion of the Agency.

The Agency may, under extraordinary circumstances, allow for a bid to be withdrawn after contract award. In this case, the Bidder requesting withdrawal will be liable for any administrative expenses incurred as a result of contract cancellation and subsequent re-award.

5.13 Indemnification

The Contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and hold harmless the Agency and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever,

which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

The Agency assumes no obligation to indemnify or hold harmless the Contractor, its agents, servants, employees or subcontractors for any claim that may arise out of its performance of the contract.

5.14 Negotiation and Best and Final Offer (BAFO)

Following the opening of Bid proposals, the Agency reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate with Bidders, after bid opening, the final terms and conditions of any procurement, including price, the technical services offered, the terms and conditions and/or the price of a proposed contract award with any Bidder. In response to the Agency's request to negotiate the Bidder must continue to satisfy all mandatory RFQ requirements but may improve upon original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedures:

The Agency will conduct an initial review and determine whether and with which Bidder(s) it will negotiate, and will communicate its request to each such Bidder. In response, the Bidder will submit any required revisions to its proposal.

In response to the Agency's request for a BAFO, the Bidder may submit a revised price proposal that is equal to or lower in price than its original submission but must continue to satisfy all mandatory requirements.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Agency for award that responsible Bidder(s) whose bid proposal, conforming to this RFQ, is most advantageous to the Agency, price and other factors considered.

All contact, records of initial evaluations, any correspondence with Bidders related to any requests for negotiation or BAFO, any revised technical and/or price proposals, the Agency's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

5.15 Bidder's Status

In the event the Bidder is awarded the contract, the Bidder/Contractor shall be an independent Contractor of the Agency and not an employee of the Agency.

5.16 Contract Award

Award shall be made with reasonable promptness by written notice to the responsible Bidder whose bid, conforming to this RFQ, will be most advantageous to the Agency. .

The Agency reserves the right to accept or reject any or all bids or to waive minor elements of non-compliance of any respondent's proposal with regard to the requirements outlined in the RFQ.

5.17 Notification of Award

The intended awardee will receive a Notice of Intent to Award letter. This Notice may also contain certain contingency requirements that must be satisfied within seven (7) business days of receipt of the letter. Failure to comply with all provisions of the Notice of Intent to Award letter may disqualify that Bidder.

5.18 Bidder Right to Protest Award

Except in cases of emergency, Bidders have the right to protest the Agency's proposed award or notice of intent to award of the contract. Unless otherwise stated, a Bidder's protest must be submitted to the Executive Director of the Agency within three (3) business days after receipt of written notification that his bid has not been accepted or that notice of intent to award has been made to another Bidder. Written objections with supporting facts and arguments must be addressed to the Executive Director. The Executive Director will review the protest(s) and make a determination of the validity of the claim within ten (10) business days of receipt of written objection. In case of emergency, as stated in the record, the Agency may waive the protest period.

5.19 Subcontracting or Assignment

The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Agency. Such consent, if granted, shall not relieve the Contractor of any of their responsibilities under the contract.

In the event the Bidder proposes to subcontract for the services to be performed under the terms of the contract award, he/she shall state so in their bid and attach for approval a list of said Subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Agency.

5.20 Right to Inspect Facilities and Records

The Agency reserves the right to inspect the Contractor's establishment for the purposes of ascertaining whether the Contractor has the necessary facilities for performing the Contract.

The Agency may also consult with clients of the Bidder during the evaluation of bids. Such consultation is intended to assist the Agency in making a contract award that is most advantageous to the Agency.

5.21 Confidentiality

In the course of performing services required under this contract, the Agency may be providing certain information that the Agency may wish to keep confidential. Contractor shall not disclose Confidential Information, as defined below, to any third party unless, prior to any such disclosure, Contractor has obtained the Agency's written permission.

"Confidential Information" shall mean any information or data of a confidential nature, which is not considered public record as determined by the Agency, including but not limited to: (a) personal information about individuals and entities, including but not limited to social security numbers and financial data; (b) technical, developmental, marketing, sales, operating, performance, cost, know-how, methodologies, business and process information; (c) computer programs and related documentation, including related programming know-how and techniques; and (d) all record-bearing media containing or disclosing such information, know-how, and techniques disclosed under this contract.

5.22 Ownership of Material

The Agency shall retain all of its rights and interest in and to any and all documents and property, both hard copy and digitally furnished by the Agency to the Contractor, for the purpose of assisting the Contractor in the performance of this contract. All such items shall be returned immediately to the Agency at the expiration or termination of the work or contract. None of such documents and/or property shall be disclosed to others or used by the Contractor or permitted by the Contractor to be used by third parties at any time except in the performance of the contract.

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to: all reports, plans, charts, literature, brochures, recordings (audio and/or video), analyses, documentation and print-outs, notes and memoranda, written procedures and documents, regardless of state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Agency and shall be delivered to the Agency upon 30 days notice by the Agency.

5.23 Proprietary Information/ Public Disclosure

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the Agency determines it will request Best and Final Offers, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Agency reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The Agency will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the Agency or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Procurement Department to inspect bid proposals received in response to this RFQ.

5.24 Maintenance of Records

The Contractor shall maintain records for products and/ or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the Agency upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

6.0 PROJECT TERM AND TERMINATION

6.1 Contract Term

This contract will be awarded for a period of five years, contingent upon funding availability. Notwithstanding the five year contract term, the successful Bidder shall be required to complete the SBDP counseling for all clients accepted prior to the expiration date of the contract with the Agency. The successful Bidder will be eligible for payment for those clients provided 1) the successful Bidder started working with the client prior to the expiration date of the contract and 2) the successful Bidder completes the requirements as defined under Section 3.2 – Compensation. **Please be advised that the payment of per client fees is subject to funding availability.**

6.2 Project Suspension and Termination of the Contract Award

A. **SUSPENSION OF PROJECT:** If, for any reason, the project for which the Contractor's services were contracted should be suspended, the Agency may suspend this Contract upon seven (7) business days written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Agency, the Contractor shall immediately discontinue all work under the Contract. Upon such notification, the Contractor shall be paid a proportion of the fee which the services actually and

satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The Agency may order that the work on the project be stopped temporarily, and upon seven (7) business days written notice from the Agency, the Contractor shall cease all work on the project except as necessary to properly secure the project. If the Agency directs that the work on the project resume within six (6) months, the Contractor shall be obliged to complete the project for the basic fee provided for in this Contract, plus additional compensation for any work necessitated by the stop order as approved by the Agency in writing.

However, in the event that services are scheduled to end either by contract expiration or by rescission of the contract award by the Agency, it shall be incumbent upon the Contractor to continue the service if requested by the Agency to do so, until new services, if any, are completely operational. At no time shall this transitional period extend more than ninety (90) calendar days beyond the expiration or termination date of the existing Contract, except by agreement of the parties. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the Agency.

B. **TERMINATION OF THE CONTRACT AWARD:** The Agency may terminate the Contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

(1) Change of Circumstances: Where circumstances change and/or the needs of the Agency change, or the Contract is otherwise deemed by the Agency to no longer be in the public interest, the Agency may terminate the contract award upon no less than thirty (30) calendar days notice to the Contractor. In the event of such a termination of the contract award, the Contractor shall furnish to the Agency, free of charge, such closeout reports as may reasonably be required.

(2) For Cause:

(a) Where a Contractor fails to perform or comply with the Contract and/or fails to provide information requested by the Agency, the Agency may terminate the contract award upon ten (10) calendar days notice to the Contractor with an opportunity to protest said termination and/or request an informal hearing, if necessary, and issue a final Agency decision regarding termination of the Contract.

(b) Where a Contractor continues to perform a Contract poorly as demonstrated by written findings issued by the Agency and provided to the Contractor, the Agency may issue a Notice of Intent to Terminate the Contract Award with a ten (10) calendar day opportunity for the Contractor to protest such termination and/or request an informal hearing. If the Contractor protests, the Agency will complete the hearing, if necessary, and issue a final Agency decision regarding termination and related issues including, but not limited to, damages payable to the State.

(c) The Agency's right to terminate award for cause includes any reason set forth in any other provision contained in the Contract.

(d) The failure of a Contractor to respond to the Agency's notice of intent to terminate the contract award within the ten (10) calendar day period automatically converts said notice into a final Agency decision without further action of the Agency.

(e) The Agency's right to terminate the contract award for cause includes the Contractor's performance on any other State Contract, a violation of state or federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Contractor to fulfill its contractual obligations. The Agency may also terminate any contract with a Contractor that has been debarred by New Jersey, another State or the federal government.

(3) In cases of emergency, the Agency may shorten the time periods of notification and may dispense with an opportunity to respond.

(4) Upon a termination of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered to the date of termination that portion of the fee which represents the services actually and satisfactorily performed by it, as determined by the Agency, shall bear to the total services contemplated under this Contract, less payments previously made.

(5) Upon termination of the contract award, the Agency may acquire the services, which are the subject of the Contract from another source and may charge the Contractor whose contract award has been terminated the difference in price, and the said Contractor shall be liable for same.

(6) All protests of the Agency's intent to terminate a contract award must be accompanied by a statement of the factual and/or legal basis of the protest and copies of all documents which the Contractor believes supports its position.

If the Agency determines that an informal hearing is required, said informal hearing shall be conducted by the Agency, or the designee thereof, prior to the issuance of the final Agency decision regarding the interpretation of the Contract, Contractor performance and/or termination of the contract award.

7.0 CONFLICTS OF INTEREST

7.1 Standards Prohibiting Conflicts of Interest

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the Agency.

- A. No Bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Agency member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such member or employee, or partnership, firm, or corporation with which they are employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Agency member or employee from any Bidder shall be reported in writing forthwith by the Bidder to the Attorney General and the State Ethics Commission.
- C. No Bidder may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or another agreement, express or implied, or sell any interest in such Bidder to, any Agency member or employee having any duties or responsibilities in connection with the purchase, acquisition or

sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the Agency member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- D. No Bidder shall influence, or attempt to influence or cause to be influenced, any Agency member or employee in their official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No Bidder shall cause or influence, or attempt to influence or cause to be influenced, any Agency member or employee to use, or attempt to use, their official position to secure unwarranted privileges or advantages for the Bidder or any other person.
- F. The provisions cited above in paragraph A through E above shall not be construed to prohibit an Agency member or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate under paragraph C above.

8.0 BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X) shall be applicable to this bid and be made a part of the bid documents.

Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Agency. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Agency. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the Bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract. Failure to submit a bid guarantee shall result in rejection of the bid.

Consent of Surety

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Agency stating that it will provide said Bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder, any or all Subcontractors or by each respective Subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract. If required with your bid, failure to submit this may be cause for rejection of the bid.

Performance Bond - Required Upon Execution of Notice of Award

Successful Bidder shall simultaneously, with the delivery of the executed Notice of Award, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

If required, failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

Labor and Material (Payment Bond) - Required Upon Execution of Notice of Award

Successful Bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

Maintenance Bond

Successful Bidder shall, upon acceptance of the work, submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the Agency.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

If at any time the Agency, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance of payment bond, the contractor shall, within ten (10) calendar days after notice from the Agency to do so, substitute an acceptable bond (or bonds). The substituted bond (s) shall be in such form and sum executed by such other surety or contractor. No contract shall be executed and/or no payments made under a contract until the new surety or sureties shall have furnished such an acceptable bond to the Agency.

Bonds must be legally effective as of the date of the contract is signed. Each must indicate the contractor's name exactly as it appears on the contract. Current attorney-in-fact instruments and financial statements of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall conform in all respects to the requirements and language of N.J.S.A. 2A:44-143 to 147.

9.0 INSURANCE

9.1 Contractor's Insurance

The contractor must assume all risks connected with his/her work. The contractor shall comply with all State Laws and Regulations concerning Workers' Compensation and shall maintain such insurance as will protect him/her against all claims for damages for personal injury, including death which may arise during the performance of the contract, either by him/herself or by any Subcontractor or anyone directly or indirectly employed by either of them. Any insurance company providing coverage must be authorized to do business in the State of New Jersey.

The Contractor shall not commence work under this contract, until the Contractor has obtained all insurance as required and such insurance has been approved by the Agency, nor shall the Contractor allow any Subcontractor to commence work, in his/her subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the contract is completed or the project is accepted by the Agency, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Agency with proof of insurance as evidenced by execution of the ACORD 25 "CERTIFICATE OF LIABILITY INSURANCE" for the respective insurance coverages. The Agency shall be named an ADDITIONAL INSURED on all CERTIFICATES OF INSURANCE, with the exception of Professional Liability, and the Contractor shall provide to the Agency policy endorsements evidencing same.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Agency the Certificate of Insurance for the Subcontractor and/or supplier.

The Contractor shall give the Agency 30 days written notice of any material change in, cancellation of, or expiration of the policies.

9.2 Insurance Requirements

The following insurance requirements, if indicated by an (X) shall be applicable to this contract and shall provide for, but are not limited to the following coverages. Certificates of Insurance for those policies required below shall be submitted by the successful Bidder upon receipt of notification of the Agency's Intent to Award. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Agency as an additional insured.

Worker's Compensation Insurance

Workers' Compensation and Employers' Liability. This insurance shall be maintained in force during the life of this contract covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Agency to be named as an additional insured.

General Liability Insurance

General liability insurance shall be provided with limits of not less than **\$1,000,000** any one person and **\$1,000,000** any one accident for bodily injury and **\$2,000,000** aggregate for property damage, and shall be maintained in full force during the life of the contract. Agency to be named as an additional insured.

Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$1,000,000** any one person and **\$1,000,000** any one accident for bodily injury and **\$1,000,000** each accident for property damage, shall be maintained in full force during the life of the contract. Agency to be named as an additional insured.

Professional Liability Insurance

Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from any liability arising out of the professional obligations performed, shall be maintained in full force during the life of the contract. The insurance shall be in the amount of not less than **\$1,000,000**. If the Contractor has claims-made coverage and subsequently

changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier, an endorsement for retroactive coverage.

10.0 PRICE AND PAYMENT

10.1 Price Fluctuation During Contract

Unless otherwise noted by the Agency, all prices quoted shall be firm through issuance of Contract or purchase order and shall not be subject to increase during the period of the Contract. In the event of a manufacturer's or Contractor's price decrease during the Contract period, the Agency shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the Contract period. The Agency must be notified in writing of any price reduction within five (5) business days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to Section 6.2 - Project Suspension and Termination of the Contract Award.

10.2. Payment for Goods and Services

The Agency will pay for goods and services within sixty (60) calendar days of the Agency's receipt of an undisputed invoice or within sixty (60) calendar days of receipt and acceptance of goods and services, whichever is later.

11.0 APPLICABLE LAW

11.1 Applicable Law

The Agreement, including this RFQ and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to conflict of law principles. Any litigation arising from this Agreement shall be under the jurisdiction of and filed in Mercer County, New Jersey.

11.2 Warranties

The Agency does not waive any implied warranties that are applicable under law as to the goods and/or services that are the subject matter of this RFQ. Any and all express warranties offered by the Bidder/Contractor are to be in addition to and in conformity with all applicable implied warranties. No express warranty offered by the Bidder/ Contractor is to be contradictory to any applicable implied warranty.

11.3 Claims

All claims asserted against the Agency by any Bidder or Contractor shall be subject to the requirements set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq.

11.4 Compliance

- A. Equal Employment Opportunity:** If you are awarded this Contract, you will be required to comply with all applicable Federal and State laws, including the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, as indicated in Exhibit A (included with this RFQ). A signed copy of Exhibit A, indicating your intent to comply with the requirements or a copy of either a Letter of Federal Approval or a Certificate of Employee Information must be submitted with your bid.

- B. New Jersey Business Registration:** In accordance with P.L.2004, c. 57 & P.L. 2009, c. 315 (N.J.S.A.52:32-44 et seq.) a Bidder and any named Subcontractors are required to have a valid NJ Business Registration Certificate (NJBRC) issued by the New Jersey Division of Revenue in the Department of the Treasury prior to the submission of a bid and the Bidder shall provide a copy of its NJBRC and those of any named subcontractors to the contracting State agency prior to award of contract; no contract shall be entered into by any contracting State agency unless the Bidder first provides this proof of valid business registration. Any Bidder, inclusive of any named subcontractor (s), who does not possess a valid Business Registration Certificate prior to the award of a contract will be deemed ineligible for a contract award. A sample certificate is enclosed with this bid document.
- C. Executive Order 34 (2006) and Executive Order 151 (2009):** In accordance with Executive Order 34 and Executive Order 151, the Agency encourages the participation of MBE and WBE vendors both as primes and subs. If you are a MBE or WBE, please provide a copy of your certificate with your submission.
- D. State Building Services Contracts Act:** Effective March 13, 2006, New Jersey State Building Service Contract Act (N.J.S.A. 34:11–56.58 et seq. & N.J.A.C. 12:64-1.1 et seq.) established prevailing wage levels for the employees of Contractors and Subcontractors furnishing building services in State-owned and State-leased buildings to safeguard the efficiency and general well-being of those employees and to protect them and their employers from the effects of serious and unfair competition based on low wage levels which are detrimental to efficiency and well-being. Workers employed in the performance of a contract for building services shall be paid not less than the indicated prevailing wage.
- a. Workers employed or engaged in the performance of a contract for building services shall be paid not less than the applicable prevailing wage.
 - b. Annual adjustments to the prevailing wages for building services are required. These adjustments are to be made on the anniversary date of the effective date of the contract.
 - c. If any worker employed or engaged by the contractor to furnish building services under the contract has been paid less than the prevailing wages for building services set forth in the contract, the State Treasurer may terminate the contractor’s right to proceed with the work and the contractor and its sureties shall be liable to the State for any excess costs occasioned by the termination.
 - d. The contractor shall submit to the Agency, a certified payroll record for each payroll period, within 10 days of the payment of monetary wages or fringe benefits.
- E. New Jersey Prevailing Wage Act:** Each Contractor and Subcontractor shall comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto, and this act is hereby made a part of every public work contract entered into on behalf of the Agency. Provisions of the act include the following stipulations and requirements:
- a. All workers employed in the performance of every contract in which the contract sum is in excess of \$2,000 shall be paid not less than the prevailing wage rate as designated by the Commissioner, Department of Labor or his or her duly authorized representative.

- b. Each Contractor and Subcontractor performing public work for the Agency, and which is subject to the provisions of the Prevailing Wage Act, shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, Department of Labor. This posting shall include the effective date of any changes thereof, and shall be displayed in prominent and easily accessible places at the site of the work or at such place or places as are used by the Contractor/Subcontractor to pay workers' wages.
 - c. The Contractor's signature on the proposal is its guarantee that neither the Contractor nor any of its Subcontractors are currently listed or on record by the Commissioner, Department of Labor, as one that has failed to pay the prevailing wages according to the Prevailing Wage Act.
 - d. In the event it is found that any worker, employed by any Contractor or Subcontractor covered by an contract in excess of \$2,000 for any public work to which the Agency is a party, has been paid a rate of wages less than the prevailing wage required by such contract, the Agency may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been failure to pay required wages, and may otherwise prosecute the work to completion.
 - e. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on a public work.
- F. Public Works Contractor Registration Act:** The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the contract (N.J.S.A. 34:11-56.55).
- G. Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq. and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.
- H. Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans:** The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, other protected veteran, or Armed Services service medal veteran in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action in accordance with 41 CFR 60-300.5(a) to employ, advance in employment and otherwise treat qualified individuals without

discrimination based on their status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Services medal veteran in all employment practices.

- I. Americans with Disabilities Act of 1990:** The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 121 01 et seq.
- J. Public Law 2005, Chapter 51/ Executive Order 117 (2008):** On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51. On January 20, 2010, Governor Chris Christie issued Executive Order 7, which modified the definition of the term “Business Entity” to include any Labor Union or Labor Organization. The reference in this Executive Order to “Labor Unions” and “Labor Organizations” shall include any political committee formed by any such labor union or labor organization, one of the purposes of which political committee is to make political contributions.

Accordingly, the Bidder should submit with its bid proposal the attached Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form.

11.5 Requirements of Public Law 2005, Chapter 51 (formerly Executive Order 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13 to 20.25, superseding Executive Order 134 (2004)) (“P.L.2005, c. 51”) was approved on March 22, 2005. Pursuant to the requirements of P.L.2005, c. 51, the terms and conditions set forth in this section shall be a material term and condition of, and shall be binding upon all parties to, this bid application and any contract(s) resulting therefrom:

11.5.1 Breach of Terms of Public Law 2005, Chapter 51 Deemed Breach of Contract

It shall be a breach of the terms of any contract entered into as the result of this bid application for a business entity to (i) make or solicit a contribution in violation of P.L.2005, c. 51; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of P.L.2005, c. 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of P.L.2005, c. 51; or (viii) directly or indirectly,

through or by any other person or means, do any act which would subject that entity to the restrictions of P.L.2005, c. 51.

11.5.2 Certification and Disclosure Requirements

(a) Pursuant to the requirements of P.L.2005, c. 51, the Agency shall not enter into an agreement or otherwise contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, where the value of the transaction exceeds \$17,500, if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

(b) Prior to the award of any contract or agreement to any business entity, the business entity proposed to be the intended awardee of the contract or agreement shall submit the Certification and Disclosure form, certifying that no prohibited contributions have been made by the business entity and reporting all contributions the business entity made during the preceding four years to any political organization organized under section 527 of the Internal Revenue Code, 26 U.S.C. § 527, that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The intended awardee shall submit the required disclosure(s) to the Agency within five (5) business days of the intended awardee’s receipt of a Notice of Intent to Award a Contract. Failure to submit the required forms will preclude award of a contract under this RFQ.

(c) Any business entity that is the awardee of a contract or agreement shall, on a continuing basis, report any contributions it makes during the term of the contract or agreement, and any extensions thereof, at the time any such contribution is made on the Continuing Disclosure of Political Contributions form. A separate Continuing Disclosure is required for each person or organization that constitutes a business entity as defined above.

11.5.3 State Treasurer Review

All Certifications, disclosures and reports required by this section, and any other pertinent information concerning contributions, shall be subject to review by the Office of State Treasurer prior to and/or during the term of any contract or agreement awarded pursuant to this bid application. If the State Treasurer determines that any contribution, or action by the business entity constitutes a breach of contract that poses a conflict of interest in the awarding of a contract or agreement under this solicitation, the State Treasurer shall disqualify such business entity from award of such contract or agreement.

11.6 Requirements of N.J.S.A. 52:34-13.2 (Executive Order 129)

Pursuant to N.J.S.A. 52:34-13.2, effective August 3, 2005, all Agency contracts primarily for the performance of services shall specify that all services performed under the contract or under any subcontract awarded under the contract shall be performed within the United States, unless (i) the contracting officer of the Agency certifies in writing a finding that the required services cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the Agency (ii) the contracting officer of the Agency certifies in writing a finding that inclusion in the contract of such a provision would violate the terms, conditions or limitations of any grant, funding or financial assistance from the federal government or any agency thereof and the certification is approved by the appropriate approval officer.

11.6.1 Source Disclosure Requirements

All Bidders seeking to enter into a contract with the Agency in which services are to be performed must disclose the location by country where services under the contract, including subcontracted services under the contract, will be performed.

If any of the services to be performed under the contract cannot be performed within the United States, the Bidder shall state with specificity the reason(s) why the services cannot be so performed. The contracting officer of the Agency shall determine whether sufficient justification has been provided by the Bidder to support a written certification by such officer that the services cannot be performed within the United States and whether to seek the approval of such certification by the Agency.

Accordingly, the Bidder should submit with its bid proposal the attached Source Disclosure Certification Form.

FAILURE TO SUBMIT SOURCING INFORMATION AS REQUESTED BY THE AGENCY SHALL PRECLUDE AWARD OF THE CONTRACT TO THE BIDDER.

11.6.2 Breach of Contract for Shift of Performance of Services Outside the United States

A SHIFT TO THE PERFORMANCE OF SERVICES OUTSIDE OF THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the Contractor or a Subcontractor who had on contract award declared that the services to be performed under the contract or subcontract would be performed within the United States shifts the performance of the services to a location outside of the United States, the Contractor shall be deemed to be in breach of the contract and the contract shall be subject to termination for cause pursuant to Section 6.2B.2 of the Standard Terms and conditions of the RFQ, unless such shift shall have been previously approved by the Agency.

11.6.3 Disclosure Requirement of P.L. 2005, c. 271/ P.L. 2007, c. 304

Pursuant to P.L.2005, c.271 and as amended by P.L. 2007, c. 304, any for-profit business entity that receives \$50,000 or more in a calendar year through agreements or contracts with public entities, is required to file an annual disclosure statement, the Business Entity Annual Statement (Form BE) with the Election Law Enforcement Commission. This statement was required to be filed electronically by September 28, 2007 and report activity relevant to calendar year 2006. All subsequent annual statements are due by March 30th. Failure to so file can result in the imposition of financial penalties by ELEC. Only for-profit business entities must disclose certain contributions to a government entity prior to the award of the contract. The Business Entity Annual Statement (Form BE), filing instructions, as well as additional information is available from ELEC's website www.elec.state.nj.us. Call toll free at 1-888-313-3533.

11.7 Requirements of Executive Order 151 (August 28, 2009)

11.7.1 Small Business Enterprise Requirement

It is the policy of the Agency and as required by Executive Order 151 ("EO 151") that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") in N.J.A.C. 17:14 et seq. or other applicable regulation, should have the opportunity to participate in Agency contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the Agency pursuant to this Contract, the Contractor must demonstrate to the Agency's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.

2. The Contractor shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.

3. The Contractor shall actively solicit and shall provide the Agency with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

4. The Contractor shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.

5. The Contractor shall provide all potential subcontractors and sub-consultants that the Contractor has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Contractor shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Contractor shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations, and shall complete such other forms as may be required by the Agency for State reporting as to participation.

Pursuant to Executive Order 151 the participants' goals for various contracts are:

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

- African Americans – 6.3%
- Asian Americans – 4.34%

2. Professional Services (with the exception of those professional services deemed to be construction related, all services that are of a professional nature and requiring special licensing,

education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

- African Americans – 2.47%
- Asian Americans – 1.47%
- Hispanics – 1.1%
- Native Americans – 0.07%
- Caucasian Females – 3.74%

3. Other Services (any service that is labor-intensive and neither professional nor construction-related. Including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

- African-Americans - 1.22%
- Asian-Americans - 0.85%
- Hispanics - 0.67%
- Native Americans - 0.05%
- Caucasian Females - 1.96%

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

- African Americans – 2.71%
- Asian Americans – 1.74%
- Hispanics – 1.32%
- Native Americans – 0.10%
- Caucasian Females – 4.45%

11.8 Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56 (e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56 (f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

11.9 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Agency in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Agency and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

12.0 MISCELLANEOUS

12.1 Conflict of Documents

Should any of the terms of any documents connected to the offer, acceptance, supply of goods, performance of services, and/or any verbal representations be in conflict with this RFQ, the terms of the RFQ shall supersede all other documents and/or verbal representations. The only exception would be if the Agency amends the RFQ.

12.2 Severability

The invalidity of any portion of this RFQ will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this RFQ is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

12.3 Key Personnel

If only certain key personnel employed by a Bidder are to perform the specific services required by this RFQ, and if the performance of the services personally by the certain key personnel becomes impossible, then personnel of the same or greater training and experience shall be substituted after consultation and written approval by the Agency. At no time shall the fees and expenses charged for any such substitution exceed the fees and expenses originally agreed to by the parties.

12.4 Publicity

Publicity and/or public announcement pertaining to the project shall be approved in writing by the Agency prior to release.

12.5 Tax Exempt

The Agency is exempt from State sales or use taxes and Federal excise taxes. Therefore, proposals must not include such taxes.

THIS SPACE INTENTIONALLY LEFT BLANK

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

EXHIBIT A

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 forth 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code and N.J.A.C. 17:27.**

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS

This form is a summary of the successful vendor'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 vendor 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 an 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 the 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(s) must submit the copies of the AA302 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: _____

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

BIDDERS CHECKLIST
EXHIBIT B

Please sign and return this form confirming all required information listed below is included in the bid being submitted to the Agency for this RFQ.

1. Three (3) copies of the proposal; one (1) with original signatures marked "ORIGINAL" and two (2) full, complete and exact copies of the original, marked "COPY" _____
2. Required elements as detailed in Section 4.0 of this RFQ _____
3. Mandatory Affirmative Action Language N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27-1 et seq. (Exhibit A) _____
4. Signed Bidder's Checklist (Exhibit B) _____
5. Ownership Disclosure Form and Completed Questions (Exhibit C) _____
6. References (Exhibit D) _____
7. Signed Source Disclosure Certification Form (Exhibit E) _____
8. Disclosure of Investment Activities in Iran Form (Exhibit F) _____
9. Signed Vendor Code of Ethics (Exhibit G) _____
10. Chapter 51/ Executive Order 117 Vendor Certification and Political Disclosure (Exhibit H) _____
11. Signed Fee Schedule (Exhibit I) _____
12. Copy of your New Jersey Business Registration Certificate **(It is not required to submit this certificate with the proposal, however Bidder and any named Subcontractors must have a valid certificate at the time of bid submission and Bidder must submit a copy of their certificate and those of any named Subcontractors prior to an award of contract).** _____
13. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) Or Small Business Enterprise (SBE) certification, if applicable _____

By: _____

Print Name: _____

Contractor: _____

Date: _____

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM
COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT C

Corporation, Partnership, Limited Liability Company, Other: _____
(Circle or Select One)

State of Formation: _____

This information is necessary to obtain the approval of the HMFA, and it will be expressly relied upon. Complete each item, using *NONE* or *NOT APPLICABLE* where necessary. If more space is needed to answer any specific item, use a separate sheet.

A. Applicant (use official names without abbreviations):

Name

Street

City

County

State

Zip Code

Telephone #

Employer's I.D. No.

Organizational ID No. (from State of formation)

B. Is the Applicant a subsidiary or direct or indirect affiliate of any other organization? If so, indicate name of related organization and relationship.

**COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT C**

C. Management: List all owners, officers, directors, partners of Bidder, and any stockholders that have a 10% interest or more in applicant. **For Non-Profits: List all officers of the Board, the Executive Director and the person responsible for oversight of day to day operations of the Bidder.** If the Bidder is a publicly held corporation, please provide the latest proxy statement indicating stock ownership. Complete all columns for each such person showing the percentage of ownership interest. (Use additional sheet if necessary).

NAME	HOME ADDRESS	BIRTH PLACE & DATE OF BIRTH	OFFICE HELD	PERCENTAGE OWNERSHIP

D. For all individuals named in Item C above list all other companies, partnerships or associations in which such persons have **more than 10% interest** or in which such person is an officer, director or partner. Complete all columns for each person showing the percentage of ownership interest. (If none, so state. Use additional sheets if necessary).

NAME	COMPANY	PARTNERSHIP	ASSOCIATION HELD	PERCENTAGE INTEREST

COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT C

E. Has the Bidder or any person listed in Items C and D above, entered into any agreement, participated in a collusion, or otherwise taken any action in restraint of free and competitive bidding or negotiation in connection with the services to be provided?

_____yes _____no If yes, furnish details on separate attachment

F. Have any of the above parties, within the last five years, been a party defendant in litigation or administrative proceedings involving laws governing hours of labor, minimum wage standards, discrimination in wages, child labor, worker's compensation, payroll or withholding taxes, employment discrimination or occupational safety and health?

_____yes _____no If yes, furnish details on separate attachment

G. Is Bidder or management of Bidder or any of the persons listed in Items C or D now a plaintiff or defendant in any civil or criminal litigation?

_____yes _____no If yes, furnish details on separate attachment

H. Have any of the persons listed in Items C or D been subject to any disciplinary action, past or pending, by any administrative, governmental or regulatory body?

_____yes _____no If yes, furnish details on separate attachment

I. Have any of the persons listed in Items C or D been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative, governmental, or regulatory agency?

_____yes _____no If yes, furnish details on a separate attachment

J. Have any of the persons listed in Items C or D been denied any license by any administrative, governmental, or regulatory agency on the grounds of moral turpitude?

_____yes _____no If yes, furnish details on a separate attachment

K. Has the Bidder or management of Bidder or any of the persons listed in Items C or D been informed of any current or on-going investigation of the Bidder or management of the Bidder for possible violation of State or Federal laws, or has the Bidder or management of the Bidder been indicted or subpoenaed by any grand jury or investigative body or had any records subpoenaed by any grand jury investigative body?

_____yes _____no If yes, furnish details on a separate attachment

**COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT C**

- L. Has the Bidder or any person listed in Items C or D above or any concern with which any person(s) listed in Items C or D has been connected, ever been in receivership or adjudicated a bankrupt?
_____yes _____no If yes, furnish details on a separate attachment
- M. Has the Bidder or any person listed in Items C or D above been denied a business related license or had it suspended or revoked by an administrative governmental or regulatory agency?
_____yes _____no If yes, furnish details on a separate attachment
- N. Has the Bidder or any person listed in Items C or D above been debarred, suspended or disqualified from contracting with any federal, state or municipal agency?
_____yes _____no If yes, furnish details on a separate attachment
- O. Has the Bidder, if a corporation, had its charter revoked or suspended in the State of New Jersey?
_____yes _____no If yes, furnish details on a separate attachment
- P. Are any of the persons listed in Items D and E above, or any of the Bidder's supervisory employees or any members of their respective families, employed with the NJ Housing and Mortgage Finance Agency?
_____yes _____no If yes, furnish details on a separate attachment
- Q. Does any employee or member of the NJ Housing and Mortgage Finance Agency have any interest, direct or indirect, in the Bidder's business?
_____yes _____no If yes, furnish details on a separate attachment
- R. Are any of the persons listed in Items C or D, or any of the Bidder's supervisory employees or any member of their respective families, employed with the NJ Housing and Mortgage Finance Agency?
_____yes _____no If yes, furnish details on a separate attachment
- S. Does any employee or member of the NJ Housing and Mortgage Finance Agency have any interest, direct or indirect, in the Bidder's business?
_____yes _____no If yes, furnish details on a separate attachment

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE NEW JERSEY HOMEKEEPER PROGRAM
COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT C

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I acknowledge that the New Jersey Housing and Mortgage Finance Agency is relying on the information contained herein and thereby acknowledge that the undersigned entity is under a continuing obligation, from the date of this Certification through the completion of any contracts with the Owner of subject Project, to notify the Agency in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am and/or the undersigned entity is subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement between the undersigned entity and the Owner of the subject Project and that either the Owner or the New Jersey Housing and Mortgage Finance Agency, at its option, may declare all such contracts associated with the subject Project void and unenforceable.

The undersigned entity authorizes the New Jersey Housing and Mortgage Finance Agency to verify any answer(s) contained herein, to investigate the background and credit worthiness of the undersigned entity and to enlist the aid of third parties including State police checks which may be completed by the New Jersey Housing and Mortgage Finance Agency in its investigative process. The undersigned entity further authorizes the New Jersey Housing and Mortgage Finance Agency to disclose any of the foregoing information and any information discovered in any investigation pursuant to this certification to any party which has entered or is entering into any contract with the undersigned entity in connection with the subject Project.

COMPANY NAME _____

SIGNATURE _____

NAME (PRINT) _____

TITLE _____

DATE _____

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me personally appeared _____, who, I am satisfied is the person named in the within instrument and who, being duly sworn upon his/her oath has executed the same as his/her voluntary act and deed.

Notary Public

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

REFERENCES
EXHIBIT D

This form must be completed and submitted with your bid. Three references of similar projects or contracts must be provided. List any government contracts first. **Each reference must include current contact person, company name, address, telephone number and fax numbers.** Use additional sheets as necessary.

1)

2)

3)

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

SOURCE DISCLOSURE CERTIFICATION FORM
EXHIBIT E

CONTRACTOR:

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by New Jersey Housing and Mortgage Finance Agency, in accordance with the requirements of Executive Order 129 and Public Law 2005, Chapter 92.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reason why the services cannot be so performed. Attach additional page if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location(s)	Reason why services cannot be performed in the United States
--	--------------------------------	--------------------------------	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Agency.

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his/her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a contract to the Contractor, it is determined that the Contractor has shifted services, unless declared by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the Agency, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

I certify that, to the best of my knowledge, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

By: _____

Print Name: _____

Contractor: _____

Date: _____

State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Offeror:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name Relationship to Bidder/Offeror
Description of Activities
Duration of Engagement Anticipated Cessation Date
Bidder/Offeror Contact Name Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

Full Name (Print): Signature:

Title: Date:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

VENDOR CODE OF ETHICS
EXHIBIT G

The New Jersey Housing and Mortgage Finance Agency (“Agency”) considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this Code of Ethics for Vendors. Vendors who do business with Agency must avoid all situations where proprietary or financial interests, or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Agency.

This Code is based upon the principles established in Executive Order 189 (Kean, 1988), ethical standards established by the Agency pursuant to N.J.A.C. 5:80-18.8, and laws governing the State Ethics Commission, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to Contractors, provide general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 55:14K-1 et seq., and for good cause.

This Code of Ethics will be made part of each Request for Qualifications (RFQ) issued by the Agency and will be attached to every contract and agreement with the Agency and, to the extent feasible, will be applicable to all those parties anticipating doing business with the Agency.

No person shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Agency member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13 (i), of any such member or employee, or to any partnership, firm, or corporation with which such member, employee or member of their immediate family is employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13 (g).

Note: This section would permit an Agency officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example, coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such person to, any Agency member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Agency. No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment contract or other agreement, express or implied, or sell any interest in such person to any individual, firm or entity with which such member or employee is employed or associated or has an interest within the meaning of N.J.S.A. 52:13D-13 (g). Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No person shall influence, or attempt to influence or cause to be influenced, any Agency member or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said member or employee.

No person shall cause or influence, or attempt to cause or influence, any Agency member or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the person or any other individual or entity.

All persons shall report to the Attorney General of New Jersey and the State Ethics Commission the solicitation of such persons of any fee, commission, compensation, gift, gratuity or other thing of value by an Agency member or employee. Any questions as to what is or is not acceptable or what constitutes proper conduct for an Agency officer or employee should be referred to the Agency Ethics Liaison Officer or his/her designee.

This code is intended to augment, not to replace, existing administrative orders and the current Agency Code of Ethics.

Agency is defined as the New Jersey Housing and Mortgage Finance Agency.

Immediate Family is defined as a person's spouse, child, parent, or sibling residing in the same household. N.J.S.A. 52:13D-13 (i).

Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaged in or seeking to do business with the Agency.

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

VENDOR CODE OF ETHICS
EXHIBIT G

This is to acknowledge that I received and read the New Jersey Housing and Mortgage Finance Agency's Vendor Code of Ethics, and I understand the terms of the Vendor Code of Ethics.

Name of Firm (Please print or type)

Date

Officer's Name (Please print or type)

Title

Signature

New Jersey Housing and Mortgage Finance Agency
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
(including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, municipal political party committee; OR
 - (iii) Any legislative leadership committee.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) I am certifying on behalf of the above-named business entity only.

(C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

FEE SCHEDULE
EXHIBIT I

The Sandy Buy-Down Program allows for a **total compensation of \$800** as follows:

- a. \$100 per case for each client who receives initial intake/triage, but is not SBDP eligible.
- b. \$800 per case, upon receipt of the completed eligibility package for each client who is fully counseled, screened and deemed SBDP eligible. The \$800 payment will be processed upon receipt of a completed eligibility package acceptable to the HMFA. (see 3.0 Scope of Services)

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Bidder signifies that the RFQ and the responsive submission constitutes a contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

Name of Firm (Please print or type)

Address

Phone Number

Fax Number


Name (Please print or type)


Title

Signature

E-mail

Date

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 <small>Acting Director</small>
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM BRC(08-01)		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

SAMPLE
PROVIDED FOR INFORMATIONAL PURPOSES ONLY

APPENDIX 1

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT
FOR RFP TITLE**

This Agreement is made as of the ____ day of **MONTH & YEAR**, by and between **VENDOR** whose address is **ADDRESS** and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

WHEREAS, the Agency issued a Request for Proposal (RFP) on **DATE**, for **RFP TITLE** attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, **INSERT # ()** proposals were received in response to the RFP; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the **INSERT # ()** proposals based on price, qualifications, references, experience and completeness; and

WHEREAS, among the **INSERT # ()** proposals received, was a proposal submitted by **VENDOR** dated **DATE**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

WHEREAS, the evaluation committee, based upon its review of the **INSERT # ()** proposals and clarifications, if any, selected **VENDOR** on the basis of price, qualifications, references, experience and completeness; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **VENDOR** has submitted _____ and;

WHEREAS, the Agency desires to enter into this Agreement with **VENDOR** to provide **TITLE**;

NOW THEREFORE, for good and valuable consideration the parties to this Agreement hereby agree as follows:

1. **VENDOR** shall perform the services described and set forth in the RFP (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **VENDOR** made in its Proposal (Exhibit B). All services performed by **VENDOR** shall be deemed "works for hire" and **VENDOR** shall claim no ownership right, title or interest in any work accomplished for the Agency. All work to be performed pursuant to this Agreement is subject to all terms set forth in the RFP, and to the extent there are any conflict of terms between the RFP and the Proposal, the terms of the RFP shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFP (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to lowest ranking): 1) the RFP (Exhibit A); 2) the Proposal, (Exhibit B). **VENDOR** must perform all duties and obligations imposed by the RFP (Exhibit A). Furthermore, **VENDOR** must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFP (Exhibit A).
3. In return for the services provided by **VENDOR**, the Agency shall compensate **VENDOR** in

accordance with the rates presented in **VENDOR's** Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **VENDOR** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFP.

4. This contract for **RFP TITLE** will be for a period of **TIME FRAME** year beginning **DATE**.
5. The parties agree that the Proposal (Exhibit B), the RFP (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFP and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

IN WITNESS WHEREOF, VENDOR and the Agency have executed this Agreement to be effective the day and year first written above.

New Jersey Housing and
Mortgage Finance Agency

VENDOR

By: _____

By: _____

Name: Anthony L. Marchetta

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT LIST

Exhibit A- Agency's Request for Proposal dated **DATE**

Exhibit B- **VENDOR's** Proposal Dated **DATE**

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

FEE SCHEDULE
EXHIBIT I

The Sandy Buy-Down Program allows for a **total compensation of \$800** as follows:

- a. \$100 per case for each client who receives initial intake/triage, but is not SBDP eligible.
- b. \$800 per case, upon receipt of the completed eligibility package for each client who is fully counseled, screened and deemed SBDP eligible. The \$800 payment will be processed upon receipt of a completed eligibility package acceptable to the HMFA. (see 3.0 Scope of Services)

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Bidder signifies that the RFQ and the responsive submission constitutes a contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

Faith Fellowship Community Development Corporation
Name of Firm (Please print or type)


2707 Main Street, Sayreville, NJ 08872
Address

(732) 727-9500, Ext. 1501
Phone Number

(732) 348-9568
Fax Number

Rev. Clarence Bulluck
Name (Please print or type)

Executive Director/Vice President
Title


Signature

cbulluck@ffmwoc.org
E-mail

May 28, 2013
Date