

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT
FOR REBID HOMEOWNER ASSISTANCE FUND
PROCESSING AND UNDERWRITING SERVICES**

This Agreement is made as of the 28th day of September 2021 by and between MetaSource, LLC whose address is 67 West 13490 South, Suite 300, Draper, UT 84020 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 August 10, 2021, for the Rebid Homeowner Assistance Fund Processing and Underwriting Services attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, five (5) proposals were received in response to the RFP; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the five (5) proposals based on pre-determined evaluation criteria stated in the RFP; and

WHEREAS, among the five (5) proposals received, was a proposal submitted by MetaSource, LLC dated August 25, 2021. 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 five (5) proposals and clarifications, if any, selected MetaSource, LLC based on pre-determined evaluation criteria stated in the RFP; 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.) MetaSource, LLC has submitted a completed Employee Information Report Form AA302 and;

WHEREAS, the Agency desires to enter into this Agreement with MetaSource, LLC. to provide Rebid Homeowner Assistance Fund Processing and Underwriting Services;

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

1. MetaSource, LLC perform the services described and set forth in the RFP (Exhibit A) and clarifications, if any, in accordance with the representations and pricing MetaSource, LLC made in its Proposal (Exhibit B). All services performed by MetaSource, LLC shall be deemed "works for hire" and MetaSource, LLC 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). MetaSource, LLC must perform all duties and obligations imposed by the RFP (Exhibit A). Furthermore, MetaSource, LLC 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 MetaSource, LLC, the Agency shall compensate MetaSource, LLC in accordance with the rates presented in MetaSource, LLC's Proposal (Exhibit

B). Payment shall be made in the manner set forth in this agreement. MetaSource, LLC 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 the Rebid Homeowner Assistance Fund Processing and Underwriting Services will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
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**

By: Melanie R. Walter
 Name: Melanie R. Walter
 Title: Executive Director
 Date: September 28, 2021

METASOURCE, LLC

DocuSigned by:
 By: Randy Powell
 F1673EA8B271473...
 Name: Randy Powell
 Title: Vice President
 Date: 9/28/2021 | 2:06 PM MDT

EXHIBIT LIST

Exhibit A- Agency's Request for Proposal dated August 10, 2021

Exhibit B- MetaSource, LLC's Proposal dated August 25, 2021

Request for Proposals

For

REBID

HOMEOWNER ASSISTANCE FUND

PROCESSING AND UNDERWRITING SERVICES

Issue Date: August 10, 2021

DUE DATE: August 25, 2021

Time: 11:00 AM EDT

Location: NJHMFA

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 PROPOSALS
FOR
REBID HOMEOWNER ASSISTANCE FUND
PROCESSING AND UNDERWRITING SERVICES**

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NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REQUEST FOR PROPOSALS FOR REBID HOMEOWNER ASSISTANCE FUND PROCESSING AND UNDERWRITING SERVICES

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.

1.2 Purpose and Intent

The Agency seeks proposals from professional contract underwriting firms to assist with the processing and/or underwriting of Assistance Program applications. The Agency expects to receive several thousand applications over a period of up to four years. While the Agency maintains a staff of underwriters, it is anticipated that 85% or more of the volume of applications will be outsourced. The Agency may select one or more contract underwriting service providers and it makes no representation as to how many files will be outsourced to contract underwriters.

Award of this contract is subject to confirmation of program-specific funding. As of July 2021, the initial source of funding is expected to be US Treasury HAF funds.

2.0 DEFINITIONS

2.1 General Definitions

Addendum – Written clarification or revision to this RFP 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 RFP.

Contract – This RFP, any Addendum to this RFP, the Bidder’s proposal submitted in response to this RFP, as accepted by the Agency, and the signed Agreement, a copy of which is attached to this RFP in substantially final form as Appendix 1.

Contractor – The Bidder awarded a Contract resulting from this RFP.

Evaluation Committee – A committee established by the Agency to review and evaluate bid proposals submitted in response to this RFP 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 RFP and will enter into a Contract.

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

Request for Proposals (“RFP”) – 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 RFP Specific Definitions

Cross-sell – Attempt by a contractor to contact applicants for any commercial purpose unrelated to the performance of the contract with the Agency.

Out-source – The contractual arrangement under which a contractor provides or performs services, in this case loan underwriting, at the direction of the Agency. The contractor remains fully responsible for making credit determinations.

Proprietary Secure Website – A website portal designated by the Agency that will be used to transmit and receive secure electronic communications between the Agency and the Contractor.

3.0 SCOPE OF SERVICES

3.1 Required Application Processing Services

The selected contractor will, as requested, provide application processing services that include:

1. Obtaining documentation needed to underwrite files in conformity with the Program Guidelines, Underwriting Guidelines, Underwriting Worksheets and other instructions as may be supplied by the Agency.

2. Reviewing key file documents to identify the applicants meeting preliminary program guidelines. Once the applicants are preliminarily identified, the contractor will review the complete file and prepare the “documents checklist” to be provided by the Agency (a documents checklist is not currently available). Note that in every case (if applicable) the Agency and not the selected contractor will be responsible for obtaining and uploading documents such as valuation reports, federal tax transcripts, credit reports and any other reports determined necessary by the Agency. Applicants will be able to submit the required documentation directly via an application portal. It is anticipated that NJHMFA staff and/or Housing Counseling Agencies will be available to assist applicants when needed.
3. When all documents have been properly submitted and reviewed, the checklist will be complete, and the file will be ready for underwriting.
4. Turnaround time for processing a file that does not involve unusual circumstances should not exceed five (5) business days.

3.2 Required Loan Underwriting Services

The selected Contractor will provide underwriting services that include:

1. Application intake and review for completeness.
2. Underwriting applications for compliance with the Program Guidelines, Underwriting Guidelines, Underwriting Worksheet and other instructions as may be supplied by the Agency.
3. Make recommendations to the Agency that the application be approved or denied.
4. Applications should be complete when delivered for underwriting, but in some cases, there may be a need for the underwriter to acquire miscellaneous information needed to complete the loan application. This non-underwriting type activity must be performed by the successful bidder and included in the per loan price.
5. Turnaround time for a loan that does not involve unusual circumstances should not exceed five business (5) days.

3.3 Applicant Privacy

The Contractor must agree not to divulge information about the applicants to any third parties except as directed by the Agency and must agree not to cross-sell or engage the applicants in any manner other than as may be necessary to complete the contract application processing and/or underwriting.

3.4 Compensation

The Contractor will submit its invoices to the Agency, on a monthly basis for work completed. The Contractor will submit to the Agency designee, an original invoice, and any other documentation, as may be required by the Agency to process payment. Only invoices for completed application processing and/or underwriting services will be paid by the Agency. The Agency estimates that approximately 20% of files may require an underwriting resubmission. Underwriting resubmissions are not anticipated on a regular basis. An example that may require an underwriting resubmission is vendor error. Contractors will submit only one invoice per applicant file, and the agency will only pay a maximum of one processing and/or underwriting fee per file.

3.5 Additional Considerations and Service Level Agreements

1. Initial training will be provided by NJHMFA. Vendor should make sure to have their training staff learn the program to be able to train their team. Retraining or training of replacement staff will be completed by Vendor or result in a \$200 per hour of training expense to be deducted from their next monthly invoice.
2. NJHMFA will do quality control on 10% of files. After the initial 60 days, Vendor performance must meet guidelines on over 95% of reviewed files, or trigger escalating remediation.
 - a) First failure requires re-training, in accordance with the above structure.

- b) Subsequent monthly failures to achieve required quality level as described above will reduce vendor's monthly billable program fees – second month failure results in 10% fee reduction, third month failure results in 15% fee reduction, fourth month failure is 20% reduction, all additional month failures go to 25% reduced monthly fees . If the vendor hits the minimum quality standard for a month, it restarts the schedule.
 - c) Escalating fee reduction as described above impacts payment for the service the quality review was completed on. Underwriting and processing review are each subject to separate quality control review.
3. Vendor failures that result in NJ Government, US Treasury or US Special Investigator General (SIG) Audit findings will result in remediation efforts done at no cost to NJHMFA. If audit findings result in financial expense to NJHMFA, vendor will share in 50% of the costs, to be deducted from future monthly invoice or billed separately, as appropriate.

4.0 INSURANCE

4.1 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 and fully compliant with Agency policies concerning insurance providers and coverage.

The Contractor shall provide the Agency with current certificates of insurance for all coverages and renewals thereof. Certificates of renewals shall be provided to the Agency within thirty (30) days of expiration of the insurance. 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. 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 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.

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.

4.2 Insurance Requirements

The following are MANDATORY MINIMUM 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 and applicable Policy Endorsements for those policies required below shall be submitted by the successful Bidder upon receipt of notification of HMFA's Intent to Award. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall have a minimum Financial Strength Rating of A- and with a minimum Financial Size Category of

VIII per A. M. Best Company and shall name the Agency as an Additional Insured, with the exception of Workers Compensation Insurance and Professional Liability coverages.

X

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. Coverage A limit is Statutory and Coverage B limits are \$500,000 per occurrence; \$500,000 per employee disease limit and \$500,000 policy limit for disease. If the Contractor or Subcontractor is a Sole Proprietor, Partnership or Limited Liability Company, the sole proprietor, partners or members shall be included in the coverage.

X

General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured. Contractual Liability that will respond to the Indemnification Clause in the Contract shall be included.

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 combined single limit and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured.

X

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 \$5,000,000 and with a deductible not exceeding \$50,000. In instances where the Contractor has a deductible in excess of \$50,000, the Agency may consider acceptance of same subject to the review by the Agency of the most recent Certified Financial Statements of the Contractor to determine the financial wherewithal of the Contractor to fund a deductible in excess of \$50,000. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of this Contract.

X

Cyber Liability Insurance Cover

Cyber Liability Insurance Cover shall be provided with limits of not less than \$5,000,000 per occurrence and \$5,000,000 Aggregate and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured. Coverage shall include data breach, privacy crisis management, multimedia and media liability, extortion and network security liability. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of this Contract.

Note – The New Jersey Housing and Mortgage Finance Agency (Agency) reserves the right to specify alternative insurance requirements on a case by case basis so long as such alternative insurance requirements are substantively consistent with the intent of the Agency's insurance requirements hereinabove, as the Agency shall determine in its sole discretion, and shall not, in any instance, be in conflict with or in violation of any and all applicable State Statutes and/or Administrative Code Regulations.

5.0 **SPECIFIC SUBMISSION REQUIREMENTS**

5.1 The purpose of the following requirements is to assist the Agency in determining the ability of a Bidder to provide the services described in this RFP. **All items listed below must be included with your proposal. Please follow the organization and numbering below when preparing and submitting your proposal.** An Evaluation Team will review all submissions to determine if the RFP requirements are satisfied. Proposals that do not include the information requested may be considered non-responsive.

1. **Qualifications & Personnel:** Provide a brief statement describing your firm's abilities, knowledge, and experience as they relate to the performance and the delivery of the services as requested in this RFP. Evidence of your firm's capacity to process / underwrite a high volume of applications is required. Demonstrated mortgage underwriting experience is preferred and will be part of the evaluation criteria.
2. **Services:** Provide a brief description of contract application processing / underwriting services to be provided by your firm. This description must detail your firm's proposed approach to the timely performance and completion of all the services requested in the Scope of Work.
3. **Organization:** The Bidder must possess mortgage lender level security systems and protocols in order to protect the confidential information and privacy of the loan applicants. The Bidder shall provide a brief description of the organization's security.
4. **Technical Requirements:** The Bidder shall provide the following documents:
 1. System and Organization Controls (SOC 2) Report (**preferred**)
If SOC 2 Report is not available, Bidder must provide the following:
 - a) System Security/Criteria:
 - b) System Availability
 - c) Confidentiality
 - d) Processing Integrity
 - e) Privacy
 2. Disaster Recovery Planning/Testing documents
 3. Business Continuity Plans

NOTE: Data must be stored in United States.

Below is a detailed description of the items requested in Section 5.1.4 Technical Requirements.

System Security/Criteria: Bidder shall provide a detailed system design document showing Security Plan, Disaster Recovery Plan and Contingency Plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Bidder's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security and Environmental Protection
- System Security
- System Data Security
- Network Security
- Administrative and Personnel Security
- Regulations and security requirements – how the Bidder will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Bidder. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of Bidder's employees, and method used for granting and denying access to the Bidder's network,

systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.

- Role-based security access – the products and methods provide role-based security, access enforcement and least privilege.
- Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the Bidder’s audit control methods and requirements. The controls must address but are not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the contract or required State and Federal laws and regulations.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.
- Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
- Data encrypted - Indicate encryption used for data at rest and for data in transit.

Data Confidentiality and Security: The Bidder must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Bidder is prohibited from releasing any financial, statistical, personnel, customer and/or technical data obtained from the NJHMFA that is deemed confidential. The Bidder shall assume total financial liability incurred by the Bidder associated with any breach of confidentiality.

Hosting and Backup Services: Describe the frequency of data backup and how long is backup data maintained. For “outsourced hosting services”, the Bidder must demonstrate the ability to not only secure the physical application infrastructure utilizing the above-mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers. The backed-up data is not commingled with other customer data. Where is the application being maintained? Where is the data being stored? **NOTE:** Data must be stored in the United States.

Business Continuity: Describe what measures are in place for Business Continuity.

Data Replication: Describe method by which data shall be replicated back to NJHMFA for reuse or in the event of a Bidder disruption or end of agreement.

Application Security:

- Application Security – where the Bidder is providing application hosting or development services, the Bidder at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.

- Application Partitioning and Single Tenant – where the Bidder is providing application hosting and/or development services, the Bidder will isolate the computing environment (compute/partition, network and storage/media.)
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Database – the products and methods for safeguarding the database(s).
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Bidder must be able to provide reports on an as-needed basis on the access or change for any file within the system.
- Security Audit – the Bidder must allow NJHMFA assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.
- Risk Management – the Bidder must establish a risk management plan, technical and security risks are identified, reported and mitigated.
- Confidentiality and Non-Disclosure Agreements – when requested, the Bidder and all project staff including its sub Bidder(s) must complete and sign confidentiality and non-disclosure agreements provided by the NJHMFA as needed.

5.2 Bid Evaluation Criteria

The following evaluation criteria will be used to evaluate, score and rank bid proposals received in response to this RFP. Proposals shall first be reviewed for completeness and shall then be evaluated, scored and ranked. The criteria and specific weighting are as follows:

Qualifications & Personnel	45
Services	25
Cost	20
Organization's Security	10

The Technical Requirements will be evaluated on a pass/fail basis.

6.0 ADDITIONAL INFORMATION FOR BIDDERS

6.1 Bid Opening

All bids must be submitted electronically through the Agency's Procurement Portal at <https://njhmfa.bonfirehub.com> by **11:00 AM EDT on August 25, 2021** to be considered. For sufficient time, it is strongly recommended that the uploading process and finalizing of the bid submission documents begin at least **ONE (1) day** before the bid opening time. No bids will be received after the bid opening date and time. **Only those bids submitted electronically will be accepted.**

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.

The Agency reserves the right to request any and all information which may assist in making a Contract award, including information or documentation related to the bidder's financial capabilities to perform the Contract. The Agency also reserves the right to request from any bidder a detailed explanation of a bid price.

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.

6.2 Questions and Inquiries

It is the policy of the Agency to accept questions and inquiries from all potential Bidders receiving this RFP. Questions must be submitted electronically at <https://njhmfa.bonfirehub.com> through the Agency's Procurement Portal.

6.3 Question Protocol

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

6.4 Cut-Off Date For Questions and Inquiries

All questions and inquiries relating to this RFP must be received by **2:00 PM EDT on August 16, 2021**. Questions received after this time will not be acknowledged or considered.

6.5 Revisions to the RFP

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

6.6 Bidder's Responsibility

The Bidder assumes sole responsibility for the complete effort required in this RFP. 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 RFP. By submitting a bid in response to this RFP, the Bidder shall be deemed to have understood all the requirements of the RFP.

6.7 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 RFP.

6.8 RFP Preparation and Submission Requirements

6.8.1 The proposal must be uploaded, submitted, and finalized prior to the bid opening date and time. We strongly recommend that you allow sufficient time and **at least ONE (1) day** prior to bid opening date and time to begin the uploading process and to finalize your submission.

Important Notes:

- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- An email receipt with a unique confirmation number will be sent once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

New Jersey Housing and Mortgage Finance Agency uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at: <https://bonfirehub.zendesk.com/hc>

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

1. Specific Requirements as detailed in Section 5.0 of this RFP
2. Mandatory Affirmative Action Language, N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27-1 et seq. (Exhibit A)
3. References (Exhibit B)
4. Chapter 51/ Executive Order 117 Vendor Certification and Disclosure Forms (Exhibits C1, C2 & C3)
5. Signed Source Disclosure Form (Exhibit D)
6. Code of Ethics for Vendors (Exhibit E)
7. Ownership Disclosure Form (Exhibit F)
8. Subcontractor Utilization (Exhibit G)
9. Signed Cost Sheet (Exhibit H)
10. Federal Grant Program Rider (Exhibit I) – *Applicable for Federal funds only*
11. Notice of Executive Order 166 (Exhibit J) – *Applicable for COVID-19 funds only*
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 submit a copy of their certificate and those of any named Subcontractors prior to entering into a Contract with the Agency).**
13. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Small Business Enterprise (SBE) certification, if applicable

6.9 Exceptions to the RFP

Bidders may find instances where they must take exception with non-material requirements or specifications of the RFP. 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 advantages to be gained, or disadvantages to be incurred by the Agency as a result of these exceptions. **All exceptions must be included with the electronic submission.**

6.10 Rights to Submitted Material

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

6.11 Rejection of Bids

The failure of bidders to fulfill all bid requirements may result in rejection of bid. 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 bid with regard to the requirements outlined in the RFP.

The following grounds may be utilized for the rejection of the bid:

1. Failure to submit the bid on or before the date and time specified in the RFP document.
2. Failure to sign documents where indicated.
3. Failure to fully complete the Source Disclosure Certification Form (Executive Order 129).

4. Failure to submit an executed fee schedule or cost sheet.
5. Failure to provide information or other supplemental materials/requirements specified in the RFP.

6.12 Bid Errors

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 Mary Miller, 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 award to another Bidder.

6.13 Indemnification

The Contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and hold harmless the Agency, its officers, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses which shall relate to, arise from, or result directly or indirectly from the services, 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.

6.14 Negotiation and Best and Final Offer (BAFO)

Following the opening of Bid proposals, the Agency reserves the right 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 RFP 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 ("Best and Final Offer"), 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 RFP, 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.

6.15 Retainage

If retainage is required on a Contract, the Agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the Agency of all services, deliverables or work products required by the Contract.

6.16 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.

6.17 Contract Award

Award shall be made with reasonable promptness by notice to the responsible Bidder whose bid, conforming to this RFP, 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 RFP.

6.18 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.

6.19 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.

6.20 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. All Contractors and subcontractors must be appropriately identified and registered and at all times comply with N.J.S.A. 52:32-44.

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

6.21 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.

6.22 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.

6.23 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 will remain the property of the Agency and shall be delivered to the Agency upon 30 days' notice by the Agency.

6.24 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- 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 RFP.

6.25 Maintenance of Records: Authority to Audit or Review Contract Records – N.J.A.C. 17:44-2.2

The Contractor shall maintain all documentation related to products, transactions or under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the

Agency and the New Jersey Office of the State Comptroller upon request.

7.0 PROJECT TERM AND TERMINATION

7.1 Contract Term

This Contract will be awarded for a three (3) year term. The Contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties. If, in the opinion of the Agency, it is in the best interest of the Agency to extend any Contract entered into as a result of this Request for Proposal, the Contractor will be so notified of the Agency's intent at least thirty (30) days prior to the expiration date of the existing Contract. The Contractor shall have fifteen (15) calendar days to respond to the Agency's request to extend the Contract. If the Contractor agrees to the extension, all terms and conditions of the original Contract, including price, will be applicable.

7.2 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 services 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 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 a copy 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.

8.0 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 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.

9.0 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 or 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 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.

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. Invoices should be sent to:

**NJHMFA
Division Name
PO Box 18550
Trenton, NJ 08650-2085**

11.0 APPLICABLE LAW

11.1 Applicable Law

The Agreement, including this RFP 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 venued in the Superior Court of New Jersey, in Mercer County.

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 RFP. 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., notwithstanding any limitations set forth in N.J.S.A. 59:13-2.

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 RFP). 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 (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 entering into a Contract. The Bidder shall provide a copy of its NJBRC, and those of any named Subcontractors, to the contracting State Agency prior to entering into a 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. Small Business Enterprise Requirement:** The Agency encourages the participation of SBE, Disabled Veteran-owned businesses, MBE and WBE Vendors both as primes and subs. If you are a SBE, MBE or WBE, please provide a copy of your certificate with your submission. Based on the set-aside goal established in the RFP, a bidder must make good faith efforts as outlined in N.J.A.C. 17:13-4.3 to engage subcontractors registered as small businesses.
- 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.
1. Workers employed or engaged in the performance of a Contract for building services shall be paid not less than the applicable prevailing wage.
 2. 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.
 3. 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.
 4. 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:** The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 *et seq.* is hereby made part of every Contract entered into on behalf of the Agency, except those Contracts which are not within the contemplation of the Act. The Bidder's signature on this proposal is his/her guarantee that neither he/she nor any Subcontractors he/she might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Bidder's signature on the proposal is also his/her guarantee that he/she and any Subcontractors he/she might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 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 (N.J.S.A. 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 (N.J.S.A.

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, and Individuals with Disabilities pursuant to 41 CFR 60-300 and 41 CFR 60-741 (for Contracts covered thereunder):** The Agency and the Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified protected veterans. Additionally, the Agency and the Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.
- 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. Buy American:** Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this Contract, only manufactured items and farm products of the United States, whenever available, be used in such work.
- K. Public Law 2005, Two-Year Chapter 51/ Executive Order 117 (2008) Vendor Certification and Disclosure of Political Contributions:** 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, then-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 increases 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 Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form (see Appendix 2 for the Information and Instructions).

- L. New Jersey Diane B. Allen Equal Pay Act (P.L. 2018, c. 9 & N.J.S.A. 34:11-56.14):** On April 24, 2018, Governor Phil Murphy signed into law New Jersey’s Diane B. Allen Equal Pay Act. This law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or an instrumentality of the State for “qualifying services” or “public works” must provide to the Department of Labor and Workforce Development – upon commencement of the contract – wage and demographic data for all employees who are employed in connection with a contract for public works and for all employees with a contract for qualifying services. The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee. **For more information and instructions on the Diane B. Allen Equal Pay Act, please visit the following link: <https://www.nj.gov/labor/equalpay/equalpay.html>.**

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 RFP.

(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.

Accordingly, the Bidder shall submit with its bid proposal the attached Source Disclosure Certification Form. (Exhibit D)

FAILURE TO SUBMIT SOURCING INFORMATION, AS REQUESTED BY THE AGENCY, MAY 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 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 RFP, 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 Small, Minority, Women and Veteran Business Enterprise Requirement

It is the policy of the Agency to abide by the goals of N.J.A.C. 17:13, N.J.A.C. 17:14, N.J.A.C. 17:27-5, and 2 CFR § 200.321 and will use best efforts to encourage small minority, women, veteran, including service-disabled veteran-owned business enterprises to participate in this solicitation. The Agency will contact the Division of Revenue and Enterprise Services to try to obtain list(s) of qualified entities that meet these classifications.

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. The Bidder shall complete and submit the form prior to the contract award.

11.9 Notice to all Contractors: Set-off for State Tax

Please be advised that, pursuant to L. 1995, c.159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under Contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific Vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the Contract payment due to a Vendor by the amount of that Vendor's state tax indebtedness or, in the case of a Vendor-partnership or Vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to 1987, 184 (N.J.S.A. 52:32-35) shall be stayed.

11.10 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.

11.11 Antidiscrimination Provisions N.J.S.A. 10:2-1

The Contractor agrees that:

- A. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this Contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and
- D. This Contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the Contract.

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 RFP, the terms of the RFP shall supersede all other documents and/or verbal representations. See also Section 12.6, below. The only exception would be if the Agency amends the RFP.

12.2 Severability

The invalidity of any portion of this RFP will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this RFP 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 RFP, 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.

12.6 Agency Standard Contract Addendum

Submission of a Bid or Proposal pursuant to this RFP constitutes Bidder's acknowledgement that it must fully comply with all applicable Agency and State procurement requirements and policies governing state contracts and contractors, including, without limitation, the Agency's standard contract addendum, as they may be amended from time to time. Bidder also acknowledges that in the event that any contract, invoice, proposal or other document, whether or not submitted by Bidder is inconsistent with the foregoing requirements or policies, the terms of this RFP, incorporating those requirements and policies by reference, shall govern.

THIS SPACE INTENTIONALLY LEFT BLANK

SAMPLE

PROVIDED FOR INFORMATIONAL PURPOSES ONLY

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:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
01/01/01	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
FORM-BRC(08-01)		

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	

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, Trenton, New Jersey 08611.

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 upon execution of Contract. The Contract may be extended for **TIME FRAME** additional **TIME FRAME** year term, upon mutual written consent of both parties.
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 Director of Operations 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT LIST

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

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

APPENDIX 2

INFORMATION AND INSTRUCTIONS

For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 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, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 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 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.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a Vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the Vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the Vendor's responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the Vendor. If the response is that the Vendor is NOT within an approved two-year period, then forms must be obtained from the Vendor and forwarded for review. If the response is that the Vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject Project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 "USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117" for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the Vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the Vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the Vendor's primary email address.

Vendor FEIN – Please enter the Vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the Vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient – Enter the full legal name of the recipient.

Address of Recipient – Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor – Indicate the relationship of the contributor to the Vendor (e.g. officer or shareholder of the company, partner, member, parent company of the Vendor, subsidiary of the Vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. This box must be checked if there are no contributions to report.

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity **and all** individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity **with the exception** of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect
or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at:

<http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

• **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person. ¹

• **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

• **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REBID HOMEOWNER ASSISTANCE FUND PROCESSING AND UNDERWRITING SERVICES RFP

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced RFP. It is the sole responsibility of the Bidder to be knowledgeable of any amendments to the RFP set forth in the Addendum and will become part of the final Contract resulting from this RFP.

Please note, the RFP has been amended as follows:

Section 5.1.2 –

Services: Provide a brief description of contract application processing / underwriting services to be provided by your firm. This description must detail your firm's proposed approach to the timely performance and completion of all the services requested in the Scope of Work. **The Bidder is encouraged to provide the launch timeframe they anticipate being ready within, and to provide written support as to how they arrived at their launch timeline. The Bidder is also encouraged to provide their ability to add additional staff as needed to support program growth.**

Questions and Answers:

Q1. Page 4, 3.4 Compensation: What is NJHMFA basing the 20% resubmission rate on, and is the Agency willing to adjust the future rate base on actual experience?

A1. This is based on previous program experience and is not something we expect to adjust during the term of this contract.

Q2. Page 4, Section 3.4 Compensation: Will NJHMFA consider negotiating the payment of service should the rate of resubmission exceed the expected 20% based on actuals?

A2. Not during the term of the contract.

Q3. Pages 4-5, Section 3.5, Additional Considerations and Service Level Agreements: Would NJHMFA consider negotiating the specific terms and conditions included in the RFP?

A3. These terms are not negotiable.

Q4. File Ineligibility: Will vendors be compensated for applicant files that are determined to be ineligible for participation in the program?

A4. Yes.

Q5. Vendor Performance and Retraining: If Vendor performance goes below the required 95% accuracy rate, will vendor be required to pay \$200 per hour for retraining or can this retraining be performed by Vendor?

A5. As stated in the RFP, this follows the same structure as the training process stated in 3.5-1. Either the Vendor will retrain or pay NJHMFA to perform the training.

Q6. Audit Costs: Is Vendor responsible for half the cost of audits as outlined in section 3.5?

A6. If Vendor failures cause findings that cost NJHMFA financially, the Vendor will be responsible for 50% of that cost burden.

Q7. What evidence would be acceptable to the Agency to support system security/criteria, system availability, confidentiality, processing integrity, and privacy (i.e., in the absence of a SOC 2 report)?

A7. In the absence of SOC 2 report, all the items below must be described. If there are policies in place, please provide:

- a. System Security/Criteria
- b. System Availability
- c. Confidentiality
- d. Processing Integrity
- e. Privacy

Q8. Are the Federal Grant Program Rider and Notice of Executive Order 166 are required to be submitted in connection with this program?

A8. Yes, the Federal Grant Program Rider and Notice of Executive Order 166 are required forms that must be submitted with this RFP.

Q9. Does the small business enterprise requirement apply to NJ certified SBEs, SDVOBs or WBEs, or would federally certified entities be acceptable as well?

A9. Please refer to Section 11.7 of the RFP.

Q10. How will the documents (files) and application data be transferred to the contracted vendor?

A10. Through a dedicated application portal provided by NJHMFA through a 3rd party vendor.

Q11. Does the application portal support the ability for data and documents to be transferred securely electronically to the contracted vendor? If so, can you detail the electronic submission protocol (i.e API, SFTP, etc)?

A11. Yes, the transfer of documents will be transferred securely and electronically. The documents will be stored in the application intake system, that NJHMFA will provide you with access to work from that system.

Q12. Will the contracting vendor get access to the portal via login credentials?

A12. Yes.

Q13. Will, any of the 3rd Party data sources (i.e. credit bureau data) procured by the Agency be available in an electronic format, or will all 3rd Party data provided to the contracted vendor be in a physical document format?

A13. Documents will be made available in the application portal system.

Q14. Can you define Application Intake?

A14. Initial review of applications for both processing and underwriting.

Q15. On Page 2, Section 1.2 Purpose and Intent Page 3 – 4 and Section 3.0 Scope of Services 3.1 Required Application Processing Services and 3.2 Required Loan Underwriting Services the RFP states: The Agency seeks proposals from professional contract underwriting firms to assist with the processing and/or underwriting of Assistance Program applications. Are we correct to assume that Application Processing Services and Loan Underwriting Services are the only staff augmentation services requested and that outreach services and call center services are not part of the scope of work?

A15. The Scope of Service is as stated in the RFP – Outreach and call center services are not a part of the RFP, but as part of the processing and underwriting you may need to contact specific applicants for additional information or clarification.

Q16. On Page 3 – 4, Section 3.0 Scope of Services 3.1 Required Application Processing Services and 3.2 Required Loan Underwriting Services, the RFP states: The RFP does not articulate where services are to be provided, virtually or at specific locations throughout the state. Question: Is it expected that intake and eligibility will occur virtually or at specific locations throughout the state? If specific locations, have such locations been identified and established and if so, please provide the locations where on-location services will be required to be provided.

A16. The RFP states that access to an application portal will be provided.

Q17. On Page 3—4, Section 3.0 SOW, Subsection 3.1.1, the RFP states: Obtaining documentation needed to underwrite files in conformity with the Program Guidelines, Underwriting Guidelines, Underwriting Worksheets and other instructions as may be supplied by the Agency. Question: Have the Program Guidelines, Underwriting Guidelines, Underwriting Worksheets and other instructions been defined? If so, please

provide or point us to where we can review them. If not, will the selected contract underwriting firm be expected to develop the necessary policies and procedures?

A17. These will be provided to the Contractor when the guidelines have been approved.

- Q18. On Page 3—4, Section 3.0 SOW, Subsection 3.1.1, the RFP states: 3.1.2. Applicants will be able to submit the required documentation directly via an application portal. Question: Will the document processing and records retention system be provided by NJ HMFA, or is the selected contracting underwriting firm's application processing and underwriting system be needed as primary or augmenting NJHMFA's system?

A18. The Contractor will be provided access to an application portal.

- Q19. On Page 3—4, Section 3.0 SOW, Subsection 3.1.2, the RFP states: It is anticipated that NJHMFA staff and/or Housing Counseling Agencies will be available to assist applicants when needed. Question: Will NJHMFA need the selected contracting underwriting firm to augment NJHMFA's staff and/or Housing Counseling Agencies if demands exceed existing capacity?

A19. Scope of services is as stated in the RFP.

- Q20. On Page 3—4, Section 3.0 SOW, Subsection 3.1, the RFP states: The selected contractor will, as requested, provide application processing services that include: obtaining documentation needed to underwrite files and 2. Reviewing key file documents and preparing the "documents checklist" prior to submitting the file for underwriting. Question: Are the intake specialist expected to be the Case Manager or does the contract underwriting firm's responsibilities end once the checklist is turned over to underwriting? Are intake specialists expected to assist NJHMFA in getting documents and keeping applicants informed? Are Intake Specialists eligible to work virtually?

A20. Intake Specialist is not a term used in the RFP; therefore we are unable to offer a response to this question.

- Q21. On Page 4, Section 3.0 SOW, Subsection 3.1, Part 2, the RFP states: Applicants will be able to submit the required documentation directly via an application portal. Question: Will the Vendor be required to obtain documents needed for program and loan application processing from NJ HMFA's system? Or would the Vendor pull documents from the HMFA system and upload to the Vendor's system, with appropriate security measures in place?

A21. The Contractor will use NJHMFA's provided system.

- Q22. On Page 3—4, Section 3.0 SOW, Subsection 3.2, the RFP states: The selected Contractor will provide underwriting services that include: 1. Application intake and review for completeness. 2. Underwriting applications for compliance with the Program Guidelines, Underwriting Guidelines, Underwriting Worksheet and other instructions as may be

supplied by the Agency. 3. Make recommendations to the Agency that the application be approved or denied Question: Will the selected contract underwriting firm performing typical loan closing activities such as coordinating with lenders, title searches, recording of loans and closing?

A22. No, Scope of Services are as stated in the RFP.

- Q23. On Page 4, Section 3.4 Compensation, the RFP states: Contractors will submit only one invoice per applicant file, and the agency will only pay a maximum of one processing and/or underwriting fee per file. Question: For pricing purposes, how many applications are expected to be received in the first 30, 60 and 90 days of the contract? When does NJHMFA expect that the first applications will be received after contract execution? Question: Will the same contract underwriting firm perform both the Application processing and Underwriting processing for each applicant or is it possible that the contract underwriting firm can perform one service but not the other?

A23. It is not possible to determine how many files will be received as it is based on too many other factors.

The receipt of first applications are based on other coinciding factors and not determinable at the current time.

It is possible that the Contractor will only perform one task or the other.

- Q24. On Page 4, Section 3.4 Compensation, the RFP states: Underwriting and processing review are each subject to separate quality control review. Questions: When and where in the application processing and underwriting does NJHMFA expect to conduct its quality control reviews and how will the results be communicated to the selected contract underwriting firm?

A24. Quality Control reviews may be performed as often as deemed necessary, depending on previous results. Results will be shared with the Contractor leadership once the results are determined.

- Q25. On Page 7 – 9, Section 5.0, Subsection 5.1.4, The RFP lists a series of Technical Requirements related to System Security/Criteria, Data Confidentiality and Security, Hosting and Backup Services, Business Continuity, Data Replication, and Application Security. Question: Clarify if NJHMFA needs the selected contracting underwriting firm to provide NJHMFA or for use by the selected contracting underwriting firm's own use an application processing and underwriting software solution.

A25. The items requested must describe what is currently in place for use by the selected bidder.

- Q26. On page 4 section 3.4 – The RFP states: “The Contractor will submit its invoices to the Agency, on a monthly basis for work completed. Contractors will submit only one

invoice per applicant file, and the agency will only pay a maximum of one processing and/or underwriting fee per file.” Question: Is the Agency expecting to process potentially hundreds of invoices per month?

A26. This question is not relevant to the RFP submission.

Q27. Will the vendor be expected to participate in outreach events where mobile intake will be performed?

A27. Scope of services is as stated in the RFP.

Q28. Does the agency anticipate the vendor performing mobile intakes or visiting applicant homes to collect documentation or assist with application submission?

A28. No.

Q29. Under 2.2, RFP Specific Definitions, it is mentioned that a Proprietary Secure Website will be used. It is defined as a website portal designated by the Agency that will be used to transmit and receive secure electronic communications between the Agency and the Contractor. What platform will this portal utilize? Is there a specific software utilized to run this portal?

A29. The portal is web-based.

Q30. Has the application for the HAF program been developed? Can it be provided to potential bidders to guide this process?

A30. This is not available.

Q31. Also referenced are Underwriting Guidelines, Underwriting Worksheets and other instructions supplied by the Agency. Have they been developed? Can it be provided to potential bidders to guide this process?

A31. These are not yet available.

Q32. What system will be utilized to upload documentation for review?

A32. To be determined.

Q33. What technology or software systems is being utilized for the application portal?

A33. The portal is web-based.

Q34. It is referenced that, “Vendor failures that result in NJ Government, US Treasury or US Special Investigator General (SIG) Audit findings will result in remediation efforts done at no cost to NJHMFA. If audit findings result in financial expense to NJHMFA, vendor

will share in 50% of the costs, to be deducted from future monthly invoice or billed separately, as appropriate.” Are all findings subject to this reduction, or only those resulting from vendor failure? Does the vendor’s share of the cost include administrative expenses of the agency or only those direct findings of vendor failure that result in the return of program dollars, ie. claw back?

A34. If **Vendor failure** is responsible for findings that create a financial expense to NJHMFA the vendor will be responsible for 50% of any financial expense incurred by those findings

- Q35. We may be including a NJ-based HUD Housing counseling agency in our bid for some of the Processing and underwriting services, will this cause a conflict of interest if the agency plans to provide counseling under the New Jersey Housing Counseling Program?

A35. Unable to be determined at this time.

- Q36. Since this is a Re-Bid: 1. Can the State describe the situation with the original bid? 2. Was the original bid awarded? 3. If cancelled, what conditions led to the cancellation?

A36. The original bid was not awarded. All proposals were rejected and the rebid was issued with revisions to the specifications.

- Q37. Please describe the interaction between the vendor awarded under this bid and those vendors awarded under the housing counselling bid.

A37. This is irrelevant to this RFP submission.

- Q38. Will the vendors awarded under the housing counseling RFP be responsible for scope under the HAF Processing and Underwriting services?

A38. Each RFP/RFQ has its own specific scope of services.

- Q39. Is NJMFA requesting a System of Record (SOR) or a software solution as part of the response?

A39. No.

- Q40. Who will be responsible for outreach activities and advertising for the program?

A40. Advertising and outreach are not part of this RFP.

- Q41. Does NJMFA anticipate making multiple awards under this RFP?

A41. This is undetermined.

Q42. Would NJMFA please clarify as to why the fee for underwriting and application processing are broken up separately? Is NJMFA planning on splitting the award based on scoping areas?

A42. To provide NJHMFA flexibility in administering application responsibilities.

Not yet determined.

Q43. Can NJHMFA confirm if they will be issuing grants or do they intend to underwrite and issue loans with an expected repayment?

A43. This is irrelevant to the RFP submission.

Q44. In section 5, you ask that we “Describe method by which data shall be replicated back to NJHMFA for reuse or in the event of a Bidder disruption or end of agreement.” What is the data you want replicated? Also what do you mean by in the interruption of a bidder/etc?

A44. The data in question is any information obtained for and during the underwriting process. HMFA would like to know how data related to the loans that were underwritten and data collected the underwriting process will be made available at the end of the agreement or any mutually agreed upon termination.

Q45. In section 5, you request that we provide a “business continuity plan.” That’s a little vague. What do you mean by business continuity plan? We have a strategic plan that we can provide for the next five years.

A45. This request is to see how the business will continue operating during an unplanned disruption of service and the timeframe for recovery.

Q46. We have access to several systems that we propose using for the HAS, including Salesforce. If we intend to use Salesforce, are you content to receive a SOC2 prepared by the entity Salesforce or did you want one that is specific to the apps we have created in Salesforce to support the HAS processing and underwriting?

A46. The SOC2 that is specific to this initiative is preferred.

Proposal to provide:

Homeowner Assistance Fund Processing and Underwriting Services

Provided for:

New Jersey Housing and Mortgage Finance Agency



Prepared by:



metasource.

Brady W. Meadows, Senior Director, Mortgage Services

67 West 13490 South, Suite 300

Draper, UT 84020

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[REDACTED]

August 25, 2021

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Qualifications & Personnel

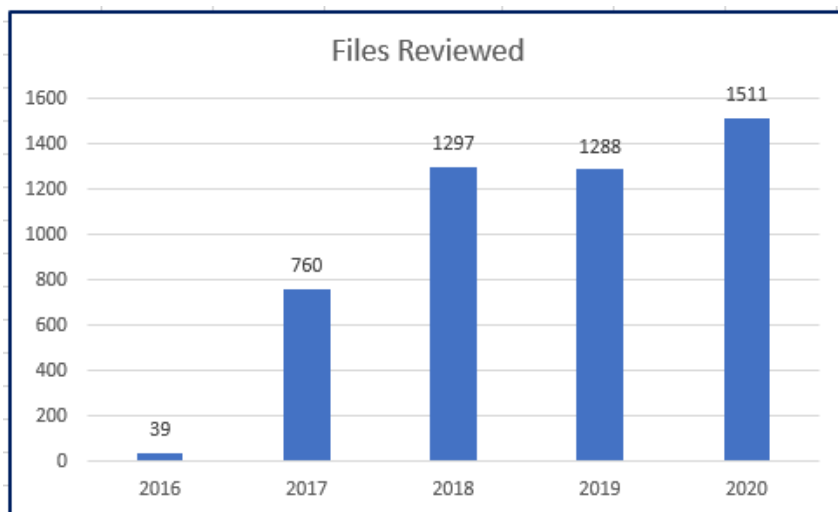
Provide a brief statement describing your firm's abilities, knowledge, and experience as they relate to the performance and the delivery of the services as requested in this RFP. Evidence of your firm's capacity to process/underwrite a high volume of applications is required. Demonstrated mortgage underwriting experience is preferred and will be part of the evaluation criteria.

Proven Solutions that Correlate Directly to the HAF Program

As a dedicated partner that has been providing post-closing review services to the New Jersey Housing and Mortgage Finance Agency (NJHMFA) since 2015, MetaSource, LLC (MetaSource) brings NJHMFA – *more than any other bidder* – the capabilities and experience required to support the upcoming Homeowner Assistance Funding (HAF) program. MetaSource understands NJHMFA business needs and brings value that the NJHMFA can depend on.

**MetaSource is
an approved
NJHMFA vendor.**

During our relationship, we have assisted NJHMFA in increasing its purchase volume by more than 1,000%. Working as an extension of NJHMFA's back-end operations, MetaSource has been pivotal in incorporating automation to the whole loan purchase review process to increase capacity and quality. Together we progressed from 100 purchased loans per year (2014 through 2016) to just under 1,000 loans, leading to approximately 1,500 purchases in 2020.



MetaSource has become a consistent contributor to the efficiency and quality of services that NJHMFA is able to deliver to its clients, and we look forward to furthering that relationship in this upcoming contract. Our post-close support, almost identical in nature to the services requested in the RFP, includes:

- Ingestion of documents and data
- Key document review
- An underwriting review to ensure adherence with NJHMFA guidelines
- Ingestion of additional documentation
- A final approval or denial



MetaSource welcomes the opportunity to leverage our loan review experience, underwriting review process, and platform to provide application processing and loan underwriting services for NJHMFA in this upcoming contract. Our partnership with NJHMFA has shown we are flexible, can perform efficiently, and deliver quality output. Our knowledgeable underwriting review staff and technologies will provide NJHMFA high-quality HAF underwriting reviews, and MetaSource is confident our HAF solution will continue to demonstrate our customer service commitment to NJHMFA.

About MetaSource

Mortgage Industry Leader

As a leader in digital transformation solutions for the mortgage vertical, and having achieved rating agency acceptability, MetaSource brings NJHMFA unsurpassed industry expertise, information technology, and outsourced staffing to help NJHMFA meet HAF program requirements in the expedited implementation timeframe.



Supports 800 mortgage clients



Performs QC, compliance, and purchase review audits on 187,000+ loans every year



Classifies, extracts data, and identifies exceptions for 3 million loans per year



Touches 15 to 20% of all loans serviced in the U.S. through our enterprise content management & workflow automation solutions



Brings staff with 320+ combined years' mortgage industry expertise



Processes more than 57 million MIN# reconciliations per year via our mintrak² platform

Extensive HFA Support Capabilities

In addition to our current support of NJHMFA, we offer extensive experience with multiple housing authorities across the nation:

Agency Name	Services Used
MassHousing	Loan review, trailing documents, document retrieval, mintrak ²
Rhode Island Housing	Loan review
Alabama Housing Finance Authority	MERS QA
Maine State Housing	Document retention, document classification
Colorado Housing Finance Authority	Loan review
Virginia Housing Development Authority	Loan review, document classification
New Hampshire Housing	Loan review, document classification
New Mexico Mortgage Finance Authority	MERS QA
Michigan State Housing Development Authority	Quality control
Rochester Housing Authority	Document scanning and classification



Key Management Staff Credentials

NJHMFA works closely with, and is familiar with the credentials of, our operational and client services management staff. MetaSource combines the experience of many mortgage professionals into one organization. This level of expertise enables MetaSource to ensure project success through enhanced foresight and control of all implementation and operational processes.

Brady Meadows, Senior Director, Mortgage Services

Brady Meadows is a focused and meticulous professional with demonstrated expertise in not only the technical aspects of loan processing (auditing, regulatory compliance, and quality assurance), but also project management, account management, and customer relations. His effective communication skills well-serve company and client objectives; he is highly successful in leading teams and building relationships at all organizational levels with existing and potential clients.

Mr. Meadows brings more than 18 years of invaluable mortgage industry experience to his role. He currently serves as the strategic account manager for our Mortgage Services division and had previously served as the senior vice president for Mortgage Compliance Advisors (acquired by the company). He has additional experience gained through his prior position as director of compliance and quality control for a nationwide mortgage banker where his responsibilities included quality control, agency/state/regulatory compliance, and licensing. His mortgage career also includes positions as a loan officer, operations manager, secondary lock desk, and processor. Mr. Meadows is currently a member of the Mortgage Bankers Association Committee on Quality Assurance and the Utah MBA. He also holds a BS in Marketing from the University of Utah.

Contract role:

- *Provide resources and support for the project and is accountable for enabling success*
- *Ensure issues escalated from the project are solved effectively at the organizational level*
- *Provide the right environment for project teams to deliver successful projects and programs*
- *Serve as main advocate for NJHMFA and assist with scope control (both internally and with NJHMFA)*

Mary Walraven, Executive Vice President, Mortgage Services

Mary Walraven is responsible for the oversight and continued growth of the MetaSource mortgage product and service portfolio. Formerly the CEO of Titan Lenders Corp, Ms. Walraven has a diverse 30+ years of experience in the operational aspects of the mortgage industry. It is this background that provides her with a keen insight as to what services are needed for individual customers and their prospective business channels. She holds a BA in English from California State University, Chico.

Contract role:

- *Serve as the subject matter expert for the NJHMFA HAF program*
- *Maintain overall responsibility for ensuring NJHMFA customer satisfaction*
- *Implement and advance new services and technology solutions for NJHMFA and the business channel in general*



Richard Brown, Director of Mortgage Operations

A member of the National Mortgage Bankers Association, Richard Brown brings more than 30 years of mortgage experience in various roles throughout the mortgage life cycle. Prior to joining MetaSource, he held several positions in the mortgage industry, including AVP National Operations and Quality Assurance, Mortgage Branch Operations Manager, Retail Fulfillment Operations Manager, Regional Sales Manager, QC Manager, and Branch Assistant Vice President. He created and wrote QC risk policies, created QC questionnaires, built reporting, sampling, audit procedures, and hired/trained QC staff to achieve:

- The reduction of pre and post-fund defects by more than 75%
- An increase in branch productivity from \$12 million to \$65 million per month in closed funding

Contract role:

- *Oversee training of staff, in line with HAF program guidelines to ensure quality of results within contractual turn times*
- *Assist in developing technology enhancements/solutions to provide greater efficiencies to support NJHMFA growth*
- *Engage as needed with NJHMFA management and key associates to exchange feedback and calibrate MetaSource practices to meet HAF changes and requirements*

Laurie Netherly, Client Services Manager – Mortgage Services

Laurie Netherly leverages her strong background in whole loan purchase review (WLPR) operations to develop strategies that continue to improve customer services. She serves as the ongoing liaison and facilitator between our clients and all related MetaSource departments. With a focus on housing agency engagements, Ms. Netherly maintains existing business relationships with current clients and facilitates onboarding new WLPR clients, e.g., statement of work development and new-hire training. She also is responsible for all WLPR, mid-market, and standalone index demonstrations. Since joining MetaSource eight years ago, Ms. Netherly has:

- Managed our trade transaction line of business with a pipeline of more than 1,000 loans
- Managed operational staff supporting WLPR clients (one year)
- Worked with development on new system build, as well as most recent overhaul of system
- Continuously participated in company growth strategies

Contract role:

- *Conduct due diligence with NJHMFA to capture HAF program requirements*
- *Ensure the implementation of the HAF program is successful*

Support Staff

MetaSource will work closely with NJHMFA to establish initial volume estimates and develop rolling volume forecasts to enable us to provide sufficient staffing to support HAF program volumes. All agents will be trained thoroughly on NJHMFA and HAF requirements. We will also assign NJHMFA a dedicated team lead and agents/auditors. This team will remain in place each month to ensure efficiency, consistency of quality, and provide direct access for any questions or concerns NJHMFA may have.

Note that MetaSource will create a separate team unique to the HAF work. This will allow both teams to ensure they are meeting the required turn times.



Services

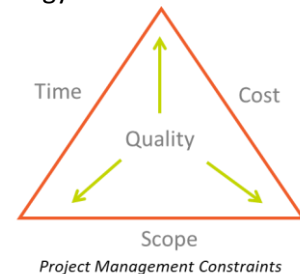
Provide a brief description of contract application processing/underwriting services to be provided by your firm. This description must detail your firm's proposed approach to the timely performance and completion of all the services requested in the Scope of Work.

Implementation Overview

Project Management Approach

Our project management methodology balances the three universal project constraints of time, cost, and scope while always maintaining the highest quality. MetaSource understands that the success of this project is dependent on a standard, structured program management methodology to ensure:

1. NJHMFA's business goals and technical, quality, and security requirements are accurately captured
2. The solution is implemented on time with minimal risk
3. NJHMFA receives maximum return for its investment in MetaSource resources



While MetaSource is actively pursuing HAF opportunities with other HFAs, we possess formalized and standardized program management methodologies that ensure our ability to support all client needs. We will deploy independent teams for each HFA and staff and train to each HFA's unique needs and volume. Each HFA will also have a customized set of KPI and SLAs that will be agreed upon, monitored, and met. MetaSource utilizes this approach for many of the HFAs we currently support.

Our ability to execute and support multiple, concurrent project implementations is based on layered risk mitigation strategies applied to each project:

- Developing full risk assessments and mitigation strategies prior to each project's initiation
- Transparent client communications regarding expectations
- Deploying realistic project plans
- Proper prioritization of project tasks that align with urgent needs
- Electronic monitoring of project schedules using JIRA tools
- Strict change management methodology
- Selective deployment and sharing of resources that possess related expertise
- Sharing lessons learned from previous implementations

With the majority of implementations handled by local resources, MetaSource has a nationwide resource pool, managed by a centralized Project Management Office (PMO), from which we can pull resources as needed. Our PMO sets, maintains, and enforces formalized project management standards that drive MetaSource's ability to produce outcome-focused projects that meet all stakeholder expectations.



Functional and Technical Specifications Capture

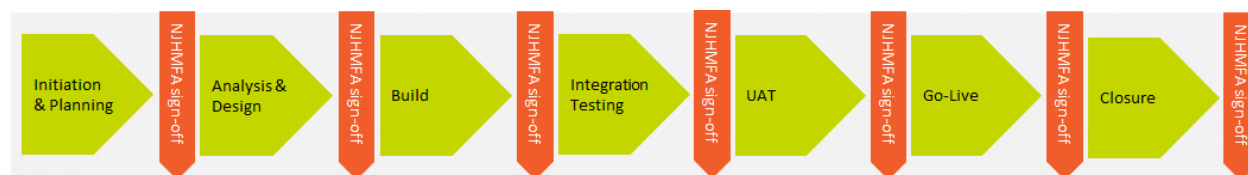
A critical key to success for this solution is the documentation of the developed and agreed-upon technical approach. Specifics of the solutions will be fully discussed, documented, and agreed upon prior to the initiation of any work. MetaSource will meet NJHMFA staff to prepare a statement of work (SOW) and business requirements document (BRD) that will serve as the foundation of all project requirements.

The executed SOW will reiterate the details of all contracted services to be provided (“what we will do”) and include the project’s functional and technical specifications. The BRD, based on the SOW, will thoroughly describe “how” we will deliver the solution and include details related to infrastructure, resources, and operational requirements that must be in place for a successful solution program. The BRD also serves as a common understanding between NJHMFA and MetaSource; NJHMFA may also use it as a reference to ensure that agreed upon services and requirements are being met.

MetaSource performs beyond traditional requirements gathering; our approach incorporates interviewing, brainstorming, hands-on participation in operational workflows, time and management studies, and policy reviews.

Phased Planning

MetaSource relies on a phased planning methodology that incorporates gated control points (tollgates) at the end of each phase to validate required performance criteria. Tollgates reduce margin-of-error and ensure a thorough assessment of whether the project has met agreed-upon goals for each project phase. At no point during the process will MetaSource move to subsequent phases without NJHMFA approval.



Project Plan/Timeline

The services MetaSource is offering to NJHMFA are existing, mature solutions and dependent, in part, upon trained staff to conduct the work. While we do possess current excess staffing capacity, we will need to determine (with NJHMFA) an estimated volume of work to be completed. MetaSource is a seasoned business processing outsourcer with established processes to onboard staff quickly. We will leverage a combination of work scheduling, forecasting, capacity planning, and process analytics to drive NJHMFA’s HAF operations. Working closely with NJHMFA, we will establish initial volume estimates, monitor those volumes, identify increases and/or decreases, develop rolling volume forecasts, and incorporate these metrics into our staffing models to ensure our ability to meet all service levels during implementation and during the duration of the service.

Note that MetaSource offers two Underwriting Service options to NJHMFA:

1. MetaSource will transfer data and documents from the NJHMFA software platform of choice to our in-house review platform. Under this option, we would follow the professional project management process previously described to ensure the data and documents are mapped correctly to the MetaSource review platform and if necessary, back to the NJHMFA platform. If this solution is selected, our team would begin discussions with the NJHMFA team promptly. Details of the project would be vetted and approved by both sides and prioritized for development to meet NJHMFA timeframes.



2. NJHMFA would grant access to its platform of choice to enable experienced MetaSource review staff to view data and documents and conduct the review. With option 2, technical integration would not be necessary. Our ability to implement will be contingent on NJHMFA providing access and training on their selected platform as well as training on the program guidelines. Without a need for integration, MetaSource can immediately begin discussions with NJHMFA on staffing capacity and scheduling of training. If this solution is selected, MetaSource can deliver an implementation within 30 days or less.

MetaSource will develop a full project plan (project timeline) containing major tasks, deliverables, and milestones, along with corresponding target completion dates, for every stage of the NJHMFA solution implementation; supplemental tasks and sub-tasks will be added as necessary to completely describe the level and duration of the effort required. This framework will be distributed to all team members and serve as the structure for the full deployment. The project plan will be updated as tasks are completed, added, or modified.

We understand the impact that issues can have on a smooth-flowing implementation, and MetaSource spends a significant amount of focus determining the sequence of tasks required for implementation and providing a reasonable duration for their completion. In managing projects, we monitor the project plan to determine the timeliness of milestones and deliverables, and make any adjustments necessary to ensure critical path items are kept on schedule. We anticipate no issues or delays related to COVID-19.

Task	Week 1	Week 2	Week 3	Week 4	Project Begins
Discussions of staffing capacity					
Platform training for MetaSource trainers					
Program guideline training for MetaSource trainers					
Hiring of additional staff					
Staff training conducted by MetaSource					
Data and document return development					

Solution Overview

MetaSource brings a combination of information technology and outsourced staffing to successfully support NJHMFA's business requirements. We work with many HFAs, conducting hundreds of reviews each month. Our platforms are mature and incorporate cutting edge technology such as OCR to increase accuracy and efficiency. They are built and ready for implementation with NJHMFA. Below we offer a high-level workflow of our solution.



Step 1	Step 2	Step 3	Step 4	Step 5
HAF Website	Application	Application Review	Incomplete Applications	Underwriting Review
Homeowner visits NJHMFA portal to obtain program and contact information. Allows homeowner to be prequalified. If prequalified, move to Application.	Applicant completes application and uploads required documents.	MetaSource receives and reviews the application, data, and documents to ensure all key documents have been received.	MetaSource notifies applicant or NJHMFA of incomplete or missing documents. Applicant or NJHMFA uploads requested documents.	MetaSource reviews the data and documents for adherence to HAF program guidelines. Notice of approval, denial, or incomplete will be sent.
Step 6	Step 7	Step 8	Step 9	Step 10
Condition Review	Approval	Data and Documents	NJHMFA QC	Consistent Communication
MetaSource reviews the requested data and documents for adherence to HAF/NJHMFA program guidelines. Notice of approval, denial, or incomplete will be sent.	Once application and documentation meets program guidelines, NJHMFA will be notified of approval.	MetaSource delivers data and documents back to NJHMFA.	NJHMFA will conduct a review 10% of all application reviews completed by MetaSource.	MetaSource will consistently communicate with NJHMFA to ensure all questions are answered and eliminate bottlenecks.

MetaSource has a mature review platform and knowledgeable staff performing hundreds of HFA eligibility reviews each month. Our experience and detailed process will give NJHMFA and New Jersey homeowners the responsive and accurate experience they expect. MetaSource will work closely with NJHMFA to ensure our review meets all HAF program requirements. This process and platform are currently being used and is simple to configure to meet HAF eligibility guidelines.

Application Processing

Obtaining Data and Documents

Application data and documents will be viewed and/or ingested into MetaSource's review platform. This review platform is a web-based, technology-enabled solution built with HFA business needs in mind. It offers advanced rule-based decisioning made from applicant-provided and key data points entered into the system. It can also notify homeowners if required documents are missing. MetaSource will work with NJHMFA to define a mutually agreed upon solution for MetaSource to obtain the documents and data. If the MetaSource review platform is not used, the MetaSource staff will access the NJHMFA selected platform for review of the necessary documents.

Key Document Review

The eligibility review process will start with a review of the required documents. This will be achieved through OCR technology, as well as experienced staff, to ensure the correct documents have been received. MetaSource will develop our platform to complete the 'document checklist' to document the receipt of key documents. If the MetaSource platform is not utilized, the MetaSource staff will conduct the key document review in the selected review platform. We will review the available documents and prepare the document checklist for underwriting. Notices of missing documents can be provided to the homeowner or NJHMFA via the platform. MetaSource will receive and conduct the key document review within five business days of documents receipt.

Underwriting Services

Eligibility Review

Once the required documents have been verified, the documents will be sent to the next queue in our platform or MetaSource staff will access the selected review platform to begin the underwriting portion. Our experienced staff will review the documents to qualify the applicant for HAF program eligibility. The



review will be based upon the agreed-upon criteria approved by NJHMFA. Upon completion of the review a notice will be sent to the homeowner or NJHMFA communicating approval, denial, or request additional information and/or documentation is needed to proceed. MetaSource will make best efforts to complete the initial underwriting review within five business days.

Conditional Approval Documents

Homeowners will be directed by the MetaSource notice to upload or provide the requested information to the NJHMFA platform or the MetaSource platform to continue the review. MetaSource will then review the new documentation and provide the homeowner with an updated notice. Upon completion of the review a notice will be sent to the homeowner or NJHMFA communicating approval, denial, or request additional information and/or documentation is needed to proceed.

Document and Data Delivery

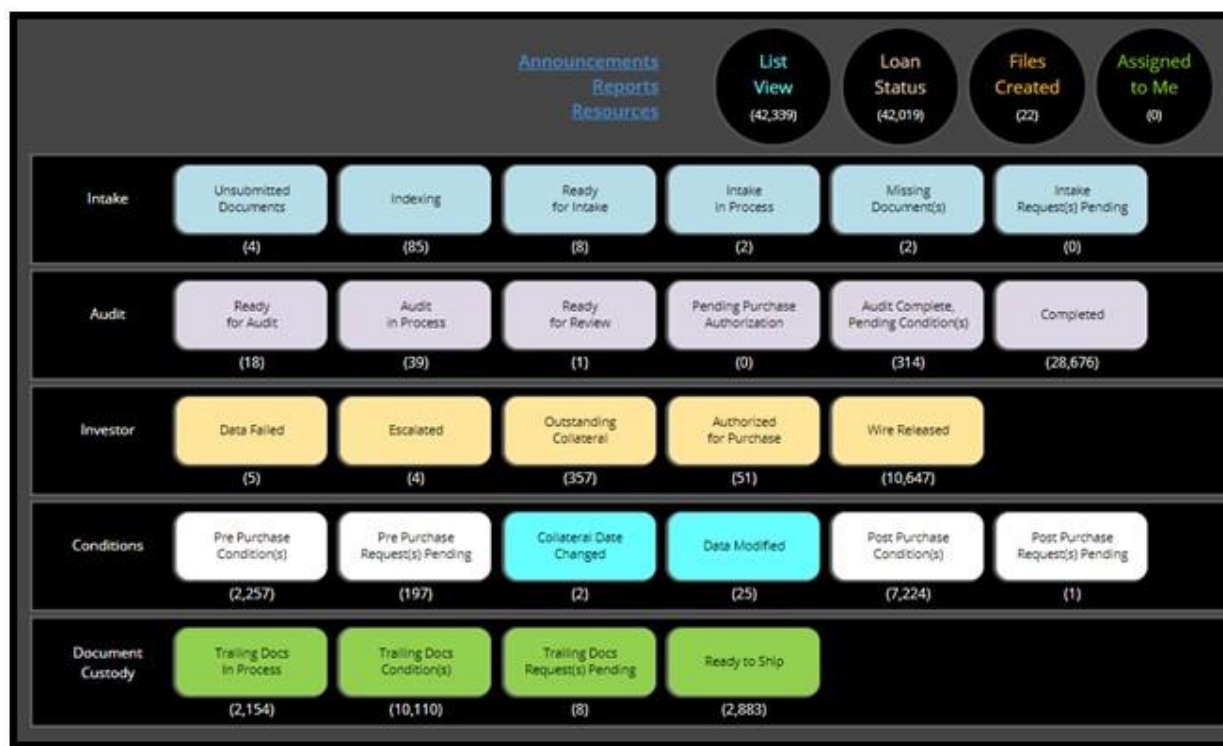
At the completion of the review, MetaSource will deliver all necessary data and documents to the NJHMFA system of record. Document and data delivery back to NJHMFA can be conducted via the MetaWorx web-based platform, via secure SFTP, or by a mutually agreed upon solution.

Reporting

MetaSource provides a variety of reports, depending on the requirements of the end user. Reporting is customizable, available online, and can be securely emailed as defined by NJHMFA. Reports are exportable through HTML or CSV (Excel).

Transparency of the Eligibility Review Process

The MetaSource review platform will be accessible and transparent to NJHMFA, providing full visibility into the entire review process. A screen shot of the dashboard of the platform is below.



While MetaSource believes our review platform is the best solution, we also recognize NJMFA may already have or select a different review platform. As such, our knowledgeable staff can provide review services in any system NJHMFA chooses. MetaSource currently conducts eligibility reviews for several HFAs in their platform of choice. In these engagements MetaSource becomes an extension of the HFA and conducts the reviews based on their approved process and guidelines.



Organization

The Bidder must possess mortgage lender level security systems and protocols in order to protect the confidential information and privacy of the loan applicants. The Bidder shall provide a brief description of the organization's security.

As an approved vendor, MetaSource is currently adhering to all the security protocols required by NJHMFA. We would be pleased, however, to provide an updated set of our SIG questionnaire and all supplementary documentation upon NJHMFA request.

We understand that successful execution of NJHMFA's HFA program requires a partner with a robust security regimen and well-developed risk mitigation strategies. By protecting our systems with a comprehensive set of best practices and controls, MetaSource actively mitigates potential threats through a combination of physical, electronic, and administrative controls. Audited to and compliant with SOC 2 Type II and PCI-DSS Level 1 requirements, we have achieved a 100% approval rate during frequent security audits by the largest insurers and credit card issuers in the world. With operations that are inherently designed to mitigate project risks, we will leverage our established controls to ensure the security of all HAF documents and data within our possession.

Administrative Safeguards

- MetaSource has a designated security officer who is responsible for developing and implementing all required policies and procedures, as well as manuals, guidance, and employee training.
- Procedures clearly identify employees or classes of employees who will have access to hardcopy and electronic PII. Access to PII is restricted to only those employees who have a need for it to complete their job function.
- Procedures address access authorization, establishment, modification, and termination.
- MetaSource maintains an ongoing training program regarding the handling of PII, as well as security awareness and ethics; employees undergo initial training upon hire, with refresher training provided annually.
- Full background employee screenings cover criminal/civil background checks, drug screening (as required), past employment verification, education level, technical experience level, reference check, government/military experience, and background diversity of performing numerous jobs and tasks.
- Each MetaSource staff member is required to sign a confidentiality/non-disclosure agreement upon employment, and will sign client-specific confidentiality agreements as required.
- We typically implement contractual clauses stating that MetaSource will meet the same data protection requirements that apply to the covered entity.
- Procedures are in place to address and respond to actual or potential security breaches, to include written client notification of any non-permitted use or disclosure of PII.

Physical Safeguards

- Client work is performed in a secured area that is protected by key access reader technology and security camera monitoring. MetaSource's operational project team is responsible to ensure that



all hardcopy documents and project-specific materials are accounted for and maintained within a secured designated storage area.

- Operations (prime and backup) maintain uninterruptible power supply for all equipment and systems supporting the project and its operations, including generators. There are multiple feeds to avoid a single point of failure in the power supply, with ample surge protection devices installed.
- All employees are required to wear MetaSource-issued access card at all times for entrance into MetaSource main operations center and warehouses.
- CCTV is installed on all facility entrances/exits, as well as receiving, production, storage, and computer room areas.
- MetaSource's document reconciliation program provides a full lifecycle audit trail, from pickup/receipt of delivery through processing and return delivery.
- Incoming visitors are not allowed entrance to the building unattended, and must register at the front desk to obtain a visitor badge and entrance to the lobby. Visitors are allowed into production-related areas only when accompanied by a MetaSource employee with valid access privileges.
- Clean work area policy – employees are required to leave coats, purses, phones, and other personal items in lockers outside of production areas.
- Any client information provided for training purposes and quality control examples is kept secured until shredded in accordance with strict destruction protocol.
- Servers and communication lines are located in a separate room within the IT department. They also require individually assigned swipe card clearance – only IT staff that requires access to the server room is granted access.
- Computer screens automatically lock after 15 minutes of idle time to protect and prevent the display of any confidential information. Employees are also required to lock PCs before leaving their desks for breaks.
- Sites are outfitted with full fire suppression systems, as well as alarm systems, that are integrated with the local fire and police departments.
- No food, drink or any other substance that could potentially spill or otherwise damage client source material is allowed in any area where the source material is being processed or stored.

Technical Safeguards

- All client processing, management, and storage occur on an electronically segregated data repository instance.
- All electronic client files are isolated from any other client data.
- Access to client resources is restricted and based on a "need to know" and segregated duties basis.
- All user access is monitored and reviewed on a regular basis.
- Breach of security systems are immediately reported in accordance with client requirements and a risk management plan is immediately installed to prevent further breaches.



- Removal of computer equipment, systems, temporary storage devices, flash drives, and storage disks from operations is prohibited.
- All users are required to utilize unique IDs and complex passwords.
- Antivirus software is deployed, updated, and maintained for all desktops, servers, and firewalls.
- MetaSource regularly conducts vulnerability scans and assessments covering all internal, external, and third-party interconnects.
- All new systems, databases, applications and networks, as well as any changes, are tested and approved prior to a production migration.
- MetaSource maintains firewalls to secure all perimeter entry points over the internet.
- Networks are monitored 24x7 using intrusion detection systems through a leading managed security services provider.
- All portable computing systems are encrypted using whole disk encryption to ensure the security of sensitive data in the event of loss or theft. Additionally, MetaSource encrypts any sensitive information that is backed up to physical media, such as tape or removable disk. All data in transit is also encrypted.
- All activity is logged and monitored for incident response and handling, and all internet-facing firewalls are logged and monitored on a 24x7 basis.



Technical Requirements

The Bidder shall provide the following documents:

1. System and Organization Controls (SOC 2) Report (preferred). *If SOC 2 Report is not available, Bidder must provide the following:*

- a) System Security/Criteria:*
- b) System Availability*
- c) Confidentiality*
- d) Processing Integrity*
- e) Privacy*

MetaSource's most recent SOC 2 report is provided as a separate attachment.

2. Disaster Recovery Planning/Testing documents

This has been provided as a separate attachment. Would we provide testing docs?

3. Business Continuity Plans

This has been provided as a separate attachment.

NOTE: Data must be stored in United States.

MetaSource confirms that all data will be stored within the United States.

Below is a detailed description of the items requested in Section 5.1.4 Technical Requirements.

System Security/Criteria: *Bidder shall provide a detailed system design document showing Security Plan, Disaster Recovery Plan and Contingency Plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Bidder's security plan must, at a minimum, provide security measures for the following areas:*

- *Facilities Physical Security and Environmental Protection*
- *System Security*
- *System Data Security*
- *Network Security*
- *Administrative and Personnel Security*
- *Regulations and security requirements – how the Bidder will address security requirements such as PCI, HIPAA, FISMA and etc.*
- *System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Bidder. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.*
- *Workforce Security - the control process for hiring and terminating of Bidder's employees, and method used for granting and denying access to the Bidder's network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.*
- *Role-based security access – the products and methods provide role-based security, access enforcement and least privilege.*
- *Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.*
- *Password Management – the appropriate password management controls to meet defined regulation or security requirements.*



- **Logging / Auditing controls – the Bidder’s audit control methods and requirements. The controls must address but are not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the contract or required State and Federal laws and regulations.**
- **Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.**
- **Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.**

Policy documentation has been provided as a separate attachment.

- **Data encrypted - Indicate encryption used for data at rest and for data in transit.**

TLS/SSH encryption is used for data in transit. Dell EMC Unity and Cisco HX cryptography is used for data at rest.

Data Confidentiality and Security: The Bidder must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Bidder is prohibited from releasing any financial, statistical, personnel, customer and/or technical data obtained from the NJHMFA that is deemed confidential. The Bidder shall assume total financial liability incurred by the Bidder associated with any breach of confidentiality.

MetaSource understands and complies with these requirements.

Hosting and Backup Services: Describe the frequency of data backup and how long is backup data maintained. For “outsourced hosting services”, the Bidder must demonstrate the ability to not only secure the physical application infrastructure utilizing the above-mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers. The backed-up data is not commingled with other customer data. Where is the application being maintained? Where is the data being stored? NOTE: Data must be stored in the United States.

Encrypted network backup, performed using disk-based backup, is performed nightly. Disks are mirrored daily and are stored in a secure offsite location. Backups are tested quarterly.

Multiple firewalls and strict ACLs are utilized to only allow specific IP addresses and/or dedicated VPN connections between customer sites and their dedicated application instances. MetaSource employs a multi-tiered monitoring solution that includes Log 360, Splunk, TrendMicro, and PaloAlto firewall security. TLS/SSH encryption is used for data in transit. Dell EMC Unity and Cisco HX cryptography is used for data at rest.

All platforms and data are stored at MetaSource’s primary production site in Draper, Utah, with a redundant equivalent at our disaster recovery site located in Bristol, Pennsylvania.

Business Continuity: Describe what measures are in place for Business Continuity.

MetaSource employs a formalized management process to counteract interruptions to business activities and protect critical business processes from the effects of major failures or disasters. With platforms and data stored at MetaSource’s primary production site in Draper, Utah, all system components have a



redundant equivalent at MetaSource's disaster recovery (DR) site located in Bristol, Pennsylvania. Any single (or multiple) system component is designed to function remotely from the primary site, avoiding the need for a full system failover. System components include:

- File System – replicated to the DR site in near-time (ten-minute delay)
- Database System – replicated to the DR site in real time
- Web Servers – backed up and replicated to the DR site daily
- Firewalls – pre-configured to handle any switchover without intervention

MetaSource's DR site hardware, software, and networking configurations are equivalent to the primary site to ensure comparable performance in the event of a partial or total failover. The DR site is also outfitted with a UPS system and a comparable generator solution. All system nodes are actively monitored 24/7/365 and failover actions are a combination of automatic and manual interventions. All required nodes are replicated in real-time to the DR site allowing for a quick restoration of service accounting for any combination of potential events.

Recovery testing exercises are performed on a regularly scheduled basis to validate our DR plans and ensure the readiness of mobilization and resolution of any identified inefficiencies. Simulations of the DR failover scenario are executed semi-annually to ensure that business processes and systems are current and ready to support client needs in the event disaster recovery is invoked.

Data Replication: Describe method by which data shall be replicated back to NJHMFA for reuse or in the event of a Bidder disruption or end of agreement.

If documents and data are obtained by MetaSource as part of our service, they will be delivered back to NJHMFA. Return of the data and document can be delivered via secure SFTP, the MetaWorx platform, or a mutually agreed upon solution.

Application Security:

- ***Application Security – where the Bidder is providing application hosting or development services, the Bidder at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.***

Internal vulnerability scanning and external penetration testing is conducted on a monthly automated schedule and reviewed by security staff. Tools used include Coalfire (approved scanning vendor [ASV] for PCI-DSS compliance) and InsightVM (internal scanning tool). An external network penetration test is conducted annually by a third party. Testing is designed to provide MetaSource with an independent, point-in-time assessment of external network vulnerabilities from the perspective of a malicious actor. Assessment objectives are to document and demonstrate attack vectors, quantify the impact of successful attacks through active exploitation, and identify specific vulnerabilities that MetaSource can remediate.

MetaSource's Risk Assessment team is responsible for ensuring the integrity, confidentiality, and availability of critical information and computing assets on MetaSource networks, while minimizing the impact of security procedures and policies upon business missions.

- ***Application Partitioning and Single Tenant – where the Bidder is providing application hosting and/or development services, the Bidder will isolate the computing environment (compute/partition, network and storage/media.)***

All client processing, management, and storage occur on an electronically segregated database instance.



- ***Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.***

All workstations, laptops, servers, and network appliances have anti-virus (TrendMicro) deployed with signatures updated no less than weekly from a centralized automated anti-virus server. Full system scans are conducted automatically on a weekly basis, users are not allowed to disable the system, or disable auto protect features.

- ***Database – the products and methods for safeguarding the database(s).***

MetaSource utilizes industry best practices in securing all servers, to include database servers. These practices include least privilege, hardening, and network policy.

- ***Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Bidder must be able to provide reports on an as-needed basis on the access or change for any file within the system.***
- ***Security Audit – the Bidder must allow NJHMFA assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.***

While MetaSource is already an approved NJHMFA vendor, we welcome these inspections and audits as described.

- ***Risk Management – the Bidder must establish a risk management plan, technical and security risks are identified, reported and mitigated.***
- ***Confidentiality and Non-Disclosure Agreements – when requested, the Bidder and all project staff including its sub Bidder(s) must complete and sign confidentiality and non-disclosure agreements provided by the NJHMFA as needed.***

We promote a high level of security within our facilities and understand the importance of screening potential employees. Our background check process, as well as our training practices, emphasizes the importance we place on confidentiality, security, and adhering to client-specific requirements. All assigned staff will have undergone full background employee screenings that cover criminal/civil background checks, drug screening (as required), past employment verification, education level, technical experience level, reference check, and government/military experience, as well as background diversity of performing numerous jobs and tasks. Each MetaSource employee is required to execute a confidentiality/non-disclosure agreement upon employment, and will execute any NJHMFA-specific confidentiality agreements as required. Additionally, all staff, upon hire and annually thereafter, is required to participate in and pass security awareness training. Security-related training is compulsory and fully tracked and enforced by our Human Resources department.



Exceptions to the RFP

Bidders may find instances where they must take exception with non-material requirements or specifications of the RFP. 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 advantages to be gained, or disadvantages to be incurred by the Agency as a result of these exceptions. All exceptions must be included with the electronic submission.

MetaSource takes no exceptions.



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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at 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

EXHIBIT A

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

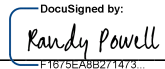
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the Public Agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

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: MetaSource, LLC

SIGNATURE:  _____
F1675EABB271473...

PRINT NAME: Randy Powell

TITLE: Vice President

DATE: 8/18/2021 | 5:01 PM MDT

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

VENDOR CODE OF ETHICS EXHIBIT E

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 Vendor Code of Ethics. 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 Proposal (RFP) 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.

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.

MetaSource, LLC

8/18/2021 | 5:01 PM MDT

Name of Firm (Please print or type)

Date

Randy Powell

Vice President

Officer's Name (Please print or type)

Title

DocuSigned by:

Randy Powell

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Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**REQUEST FOR PROPOSALS
FOR
REBID HOMEOWNER ASSISTANCE FUND
PROCESSING AND UNDERWRITING SERVICES**

**COST SHEET
EXHIBIT H**

ALL PRICING MUST BE EXPRESSED AS A FIRM FIXED PRICE PER FILE.

Firm Fixed Price for PROCESSING:

\$ 40 (Amount in numbers)

Forty dollars (Amount in words)

Firm Fixed Price for UNDERWRITING:

\$ 60 (Amount in numbers)

Sixty dollars (Amount in words)

Firm Fixed Price for PROCESSING and UNDERWRITING

\$ 100 (Amount in numbers)

One hundred dollars (Amount in words)

CASH DISCOUNTS – Bidders are encouraged to offer cash discounts based on expedited payment by the Agency. The Agency will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

0 discount (% or dollar amount), if paid within 0 days.

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 Proposals (RFP) including all addenda. Furthermore, signature by the Bidder signifies that the RFP 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 Proposals. 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 Proposals during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

MetaSource, LLC

Name of Firm (Please print or type)

801.984.6602

Phone Number

Randy Powell

Contact Name (Please print or type)

DocuSigned by:
Randy Powell
F1675EA8B271473...

Signature

67 West 13490 South, Suite 300

Address

Draper, UT 84020

City, State, Zip

Vice President

Title

rpowell@metasource.com

E-mail

8/18/2021 | 5:01 PM MDT

Date

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT I

STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DocuSigned by:
Accepted: Randy Powell
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Date: 8/18/2021 | 5:01 PM MDT

Print Name and Title: Randy Powell, Vice President

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J**

**Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents
Principal State departments, agencies and independent State authorities must include the following notice
in any solicitation:**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Accepted:  DocuSigned by:
F1675EA8B271473... Date: 8/18/2021 | 5:01 PM MDT

Print Name and Title: Randy Powell, Vice President