

The Times, Trenton

Trenton , NJ

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Notice Publish Date:

Thursday, February 24, 2022

Notice Content

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY NOTICE TO BIDDERS NOTICE IS HEREBY GIVEN that sealed bids will be received electronically by the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 on March 17, 2022 at 11:00 (EST) at which time and place they will be publicly opened and read via a virtual meeting for the following: THE NEW JERSEY HOUSING COUNSELING PROGRAM - ROUND 2 RFQ Bid documents may be obtained by visiting the Agency's Procurement Portal at: <https://njhmfa.bonfirehub.com> All bids must be submitted electronically through the Agency's Procurement Portal. No bids will be received after the bid opening date and time. The Agency reserves the right to reject any and all bids. The Agency encourages the participation of SBE, Disabled Veteran-owned businesses, MBE and WBE Vendors both as prime contractors and subcontractors. Should you have any questions or wish to obtain the Bid Opening invitation, please email Procurement at: procurement@njhmfa.gov Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. 2/24/22 THE TIMES \$23.20

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received electronically by the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 on **March 15, 2022 at 11:00 (EST)** at which time and place they will be publicly opened and read via a virtual meeting for the following:

THE NEW JERSEY HOUSING COUNSELING PROGRAM - ROUND 2 RFQ

Bid documents may be obtained by visiting the Agency's Procurement Portal at: <https://njhmfa.bonfirehub.com>

All bids must be submitted electronically through the Agency's Procurement Portal. No bids will be received after the bid opening date and time. The Agency reserves the right to reject any and all bids.

The Agency encourages the participation of SBE, Disabled Veteran-owned businesses, MBE and WBE Vendors both as prime contractors and subcontractors.

Should you have any questions or wish to obtain the Bid Opening invitation, please email Procurement at: procurement@njhmfa.gov

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

NEW JERSEY HOUSING AND MORTGAGE FI-
NANCE AGENCY

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THE NEW JERSEY HOUSING COUNSELING
PROGRAM - ROUND 2 RFQ

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2/24/22 THE TIMES \$23.20

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AGREEMENT FOR

THE NEW JERSEY HOUSING COUNSELING PROGRAM RFQ – ROUND 2

This Agreement is made as of the **9th day of June 2022** by and between **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** whose address is 40 Washington Street, Toms River, NJ 08754-1029 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 Qualifications (RFQ) on **February 24, 2022**, for **The New Jersey Housing Counseling Program – Round 2** attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, three (3) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the three (3) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the three (3) proposals received, was a proposal submitted by **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** dated **March 11, 2022**. 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 three (3) proposals and clarifications, if any, selected **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** based on pre-determined evaluation criteria stated in the RFQ; 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.) **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** has submitted Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** to provide **The New Jersey Housing Counseling Program – Round 2**;

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

1. **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** perform the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** made in its Proposal (Exhibit B). All services performed by **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** shall be deemed "works for hire" and **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** 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 RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.

2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (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

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lowest ranking): 1) the RFQ (Exhibit A); 2) the Proposal, (Exhibit B). **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

3. In return for the services provided by **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.**, the Agency shall compensate **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** in accordance with the rates presented in **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.**'s Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for **The New Jersey Housing Counseling Program – Round 2** will be from the date of the executed agreement through October 31, 2024. 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 RFQ (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 RFQ 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. See attached NJHMFA Standard Contract Addendum (also available at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>).
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, OCEAN COMMUNITY ECONOMIC ACTION NOW INC. 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: _____

Brenda King

Name: _____

Title: Senior Procurement Officer

Date: _____

OCEAN COMMUNITY ECONOMIC ACTION NOW INC.

DocuSigned by:
By: Channell Wilkins
59B8D526752A4E7

Name: Channell Wilkins

Title: President/CEO

Date: June 9, 2022



EXHIBIT LIST

Exhibit A- Agency's Request for Qualifications dated **February 24, 2022**

Exhibit B- **OCEAN COMMUNITY ECONOMIC ACTION NOW INC.'s Proposal dated March 11, 2022**

Request for Qualifications

For

THE NEW JERSEY HOUSING COUNSELING PROGRAM – ROUND 2

Issue Date: February 24, 2022

DUE DATE: MARCH 17, 2022

Time: 11:00 AM

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 QUALIFICATIONS
FOR
THE NEW JERSEY HOUSING COUNSELING PROGRAM
ROUND 2

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NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REQUEST FOR QUALIFICATIONS

FOR

THE NEW JERSEY HOUSING COUNSELING PROGRAM – ROUND 2

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 New Jersey Housing and Mortgage Finance Agency intends to assist low and moderate-income residents by providing comprehensive housing counseling to encourage responsible and sustainable homeownership and curtail the loss of a home through foreclosure.

The Agency is seeking written qualifications as set forth herein from HUD-Approved Counseling Agencies that will provide counseling and application submission services for current and future Agency programs. The Agency reserves the right to amend any contract awarded in response to this Request For Qualifications (RFQ) in order to add other types of counseling services for future programs and initiatives as may be determined, depending on the recognized need, and availability and sources of funding. For the purpose of this RFQ, all entities or persons that submit a proposal hereunder shall be referred to as “Bidder” (as defined below.)

HMFA shall select the Round 2 Bidders (the “Successful Bidder(s)”) for six (6) regions of the State as defined below. **Although, a Bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. A Bidder must be able to provide services in all counties included in any of the defined region(s) the Bidder applies for. The Agency may select multiple Successful Bidders for any and/or all of the regions.**

The six (6) regions are as follows:

Region Number	Regions
1.	Bergen, Hudson, Passaic and Sussex
2.	Essex, Morris, Union and Warren
3.	Hunterdon Middlesex and Somerset
4.	Mercer, Monmouth and Ocean
5.	Burlington, Camden and Gloucester
6.	Atlantic, Cape May, Cumberland and Salem

2.0 **DEFINITIONS**

2.1 **General Definitions**

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

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

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

Contract – This RFQ, any Addendum to this RFQ, the Bidder’s proposal submitted in response to this RFQ, as accepted by the Agency, and the signed Agreement, a copy of which is attached to this RFQ in substantially final form as Appendix 1 and Appendix 2.

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

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

Task – A discrete unit of work to be performed.

Vendor – A supplier of any good or service.

2.2 RFQ Specific Definitions

Client – A homeowner who has elected to participate in the Program and has been referred to the successful Bidder for Program Counseling.

Experienced Counselor – A housing counselor within a HUD-Approved Counseling Agency (defined further in this section) who has at least two (2) years of documented experience working with foreclosure and default mitigation issues and who has passed the required HUD certification exam or who will have passed the exam by August 1, 2021.

Full - Time – Not less than 35 hours per week.

Homeowner – A homeowner who is facing foreclosure and is eligible for the Program.

HUD-Approved Counseling Agency – A housing counseling agency approved by HUD to provide housing counseling services.

Modification – A change in the terms of the mortgage as evidenced by the borrower's lender, designed to make the housing payment affordable to the homeowner. Changes may include but are not limited to lowering the interest rate, extending the loan term and/or forbearing principal for a period of time.

Round 2 - A second RFQ round to allow additional HUD-Approved Counseling Agencies to contract with the Agency to offer the services stated in this RFQ, for the fees set in the Cost Sheet – Exhibit H attachment. HUD-Approved Counseling Agencies already contracted for the stated services through the initial RFQ round, issued August 10, 2021, should not respond to the Round 2 RFQ.

3.0 SCOPE OF SERVICES

A Bidder to this RFQ must be a HUD-Approved Counseling Agency. Successful Bidders to this RFQ will enter into a Contract with the Agency and shall be placed on the Agency's list of qualified housing counseling agencies. When multiple HUD-Approved Counseling Agencies are approved for a single region, the Agency will attempt to assign Clients in an equal manner, based on the HUD-Approved Counseling Agency's capacity to handle increased volume.

Role of the Housing Counselor: The HUD-Approved Housing Counselor must have the ability to deliver foreclosure prevention activities to New Jersey homeowners earning no more than 150% of area median income (AMI). These services include but are not limited to: analysis of the client's financial situation; evaluation of the current value of the home that is subject to the mortgage; review of options; and the approval of an action plan by all interested parties. Whether or not the homeowner is in foreclosure, the goal is to assist the homeowners in retaining their homes with an affordable mortgage through budget strategies, modification and/or application to funding assistance programs. Some instances may require the sale or surrender of the home and a strategy that involves transitioning from homeownership into a rental situation. Documented demonstration of the counseling units as described below must be transmitted to the Agency through a secure portal for payment and compliance purposes.

Work performed under this contract will not take place on State premises.

In the event services are paid for via Federal funding, recipients/awardees are required to comply with federal requirements.

The below outlines the levels of counseling and required documentation. Please refer to Exhibit H for additional information regarding payment of services:

A. **Level A Counseling:**

1. **Intake:** Counselor must conduct an intake including the Client's name, address, demographic information, lender and loan information and the reason for the delinquency. If counselor uses an electronic Client management system, a screenshot can be submitted from their system showing that the minimum required information has been collected.
2. **Signed Authorization Form:** Counselor must collect and submit a signed authorization form from the Client that will allow Counselor to:
 - a. Submit Client information to HMFA, its contracted vendors as required and other parties as may be required by the funding source
 - b. Open files for program monitoring and compliance review by HMFA, its contracted vendors and other parties as may be required by the funding source;
 - c. Conduct follow up with Client related to program evaluation.
3. **Disclosure Statement:** Counselor must provide to all Clients a disclosure statement which explicitly describes the various types of services the organization provides and any financial relationships between the counseling agency and any other industry partners.
4. **Privacy Policy:** HUD-Approved Counseling Agency must provide a copy of the its privacy policy to all Clients. Proof that the Client received the policy must be maintained in the file. Note: It is acceptable for counselors to combine the authorization form, disclosure statement, and privacy policy into a single document which the Client signs.
5. **Budget:** Counselor must assist the Client in developing a budget based on his/her representation of their expenses, debts and available sources of income.
6. **Written Action Plan:** Counselor must develop an Action Plan for follow-up activities to be taken by the Client. The Action Plan must be clearly labeled, signed by the Client and a copy submitted through the secure portal. It must include the counselor's assessment of the Client's situation with a client-specific recommendation for plan of action. If the assessment and recommendation are part of the counselor notes, HMFA requires that the information be transferred to a form titled Action Plan so that the assessment and course of action are clearly defined for the Client and for compliance testing.

B. **Level B Counseling:**

1. **Budget Verification:** Counselor must conduct Budget Verification – *i.e.* review documented evidence provided by the Client to establish true debt obligations (e.g. credit report, pay stubs), monthly expenses (e.g. bills and bank statements) and spending patterns, and realistic opportunities for income (tax returns and pay stubs). Evidence of Budget Verification must be transmitted through the secure portal to HMFA.
2. **Signed Authorization Form:** If not already on file, counselor must collect a signed authorization form (including privacy policy and disclosure) as described for Level A.
3. **Steps Taken Upon Action Plan:** Counselor must document and transmit evidence of steps to obtain a solution or the "action" taken on behalf of the Client. This requires more than the counselor's notes; it also requires documentation such as submission of hardship letter, fax transmission report, e-mail, portal transmission screenshot or postal mail receipt as evidence of communication with servicer. Counselor must document attempts to contact Client for 3 consecutive months if they do not follow up; to contact servicer or; fill out forms required by

servicer toward workout plan or modification and submit proof of these actions to HMFA through the secure portal.

C. **Level C Counseling:**

1. **Updated Action Plan:** To qualify for level C counseling the counselor must develop an updated Action Plan strategizing alternate courses of action including but not limited to transition assistance (locating rental, exploring short sale options and deed-in lieu).
2. **Outcome:** Counselor must document outcome, outlining actions taken.
3. **Levels A and B counseling** must have already taken place, with respective required documentation submitted.

D. **Application Submission Services**

1. **Document review:** Counselor must collect and review all documents necessary to determine Client's minimal eligibility for the specific program, as directed by the program guidelines, policies and procedures, which may include income and credit information
2. **Application Submission:** Counselor must submit complete applications for minimally qualified Clients, based on the guidelines set forth by HMFA and in the manner specified by the individual program process guides.

E. **Miscellaneous Services**

These services may be required for various programs. HMFA will inform when these services are required and billable.

1. **Document Signing:** Counselor will facilitate the signing of required post-approval/closing documents with the approved applicant and submit them to HMFA or its designee in the manner required
2. **Notary Services:** If requested by HMFA, notarize closing documents prior to submission to HMFA

Successful Bidders shall be responsible for the following:

1. Preparing and submitting monthly activity reports in a format designated by the Agency.
2. Maintaining records in separate files for each Client counseled. Such records shall be made available to the Agency for inspection upon request. Records for this program must be retained for a minimum period of three years following the completion of the file.
3. The Agency may perform periodic audits of the Successful Bidder's records with regard to any and all activities related to the Housing Counseling Program.
4. **Please Note:** In the event services are paid for via Federal funding, recipients/awardees are required to comply with federal requirements.

4.0 **INSURANCE**

4.1 **Contractor's Insurance**

The Contractor must assume all risks connected with their 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 Workers' Compensation coverage must be authorized to do business in the State of New Jersey and must have a minimum Financial Strength Rating of A- and with a minimum Financial Size Category of VIII per A. M. Best Company .

The Contractor shall provide the Agency with current Certificates of Insurance for Workers' Compensation coverages and renewals thereof. Certificates of Renewal shall be provided to the Agency within thirty (30) days of expiration of such insurance.

The Contractor shall further comply with all Insurance Requirements in Section 4.2 of this RFQ. Any and all insurance coverages shall be with an insurance company authorized to do business in the State of New Jersey and must have a minimum Financial Strength Rating of A- and with a minimum Financial Size Category of VIII per A. M. Best Company.

The Agency shall be named an ADDITIONAL INSURED on the General Liability, Automobile Liability and Cyber Liability policies and the Contractor shall provide to the Agency Certificates of Insurance and Policy Endorsements evidencing same. Insurance coverages 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.

ACORD 25 forms "Certificates of Liability Insurance" may be utilized to provide evidence of General Liability, Automobile Liability, Cyber Liability, Workers' Compensation coverages and Professional Liability coverages as are applicable. All applicable information on the ACORD 25 must be completed and information noted must reflect actual terms and conditions as contained in the underlying policies and be in conformity with the New Jersey Certificates of Insurance Act (N.J.S.A. 17:29A-54 et seq.).

ACORD 25 "Certificate of Liability Insurance" forms are to indicate the Agency as the Certificate Holder as follows:

New Jersey Housing and Mortgage Finance Agency
ATTN: Insurance Division
PO Box 18550
Trenton, NJ 08650-2085

The Contractor shall not commence work under the Contract until the Contractor has obtained all insurance as required and such insurance has been approved by the Agency in writing, 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 by the Agency in writing.

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 in which case all insurance applicable to the Subcontractor and/or supplier shall fully comply with all insurance requirements applicable to the Contractor and shall be subject to the approval by the Agency in writing.

The Contractor, or the Subcontractor and/or supplier if applicable, shall give the Agency thirty (30) days written notice of any material change in, cancellation of, or expiration of the policies.

4.2 Insurance Requirements

The following insurance requirements, if indicated by an (X) shall be applicable to this Contract and shall provide for but are not limited to the following coverages. Certificates of Insurance and applicable Policy Endorsements for those policies required below shall be submitted by the successful Contractor. Such coverages 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.

ACORD 25 forms "Certificates of Liability Insurance" may be utilized to provide evidence of General Liability, Automobile Liability, Cyber Liability, Workers' Compensation coverages and Professional Liability policies as are applicable. All applicable information on the ACORD 25 must be completed and information noted must reflect actual terms and conditions as contained in the underlying policies and be in conformity with the New Jersey Certificates of Insurance Act (N.J.S.A. 17:29A-54 et seq.).

ACORD 25 "Certificates of Liability Insurance" forms are to indicate the Agency as the Certificate Holder as follows:

New Jersey Housing and Mortgage Finance Agency
ATTN: Insurance Division
PO Box 18550
Trenton, NJ 08650-2085

Copies of Policy Endorsements which effectuate the Additional Insured status of the Agency with respect to General Liability, Automobile Liability, and Cyber Liability Insurance shall be provided.

Worker's Compensation Insurance
Workers' Compensation and Employers' Liability. This insurance shall be maintained in force during the life of the Contract covering all employees engaged in performance of the 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.

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

Professional Liability Insurance
Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from any liability arising out of the professional obligations performed, shall be maintained in full force during the life of the Contract. The insurance shall be in the amount of not less than \$1,000,000 on an unimpaired basis and with a deductible not exceeding \$50,000. If the Contractor has Professional Liability Insurance coverages which exceed the minimum requirements noted herein, those actual policy coverage limits shall apply. 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 the Contract.

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Cyber Liability Insurance Cover

Cyber Liability Insurance Cover shall be provided with limits on an unimpaired basis of not less than \$1,000,000 per occurrence and \$1,000,000 General Aggregate and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured. Coverage shall include data breach, privacy crisis management, multimedia 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.

ACORD 25 “Certificates of Liability Insurance” forms evidencing General Liability, Automobile Liability, Workers’ Compensation, Cyber Liability and Professional Liability coverages of the Contractor/Vendor are to be submitted to the Agency.

Copies of Policy Endorsements which effectuate the Additional Insured status of the Agency with respect to General Liability, Automobile Liability and Cyber Liability coverages shall be provided by the Contractor/Vendor and shall be in form and content solely satisfactory to the Agency.

The New Jersey Housing and Mortgage Finance Agency (NJHMFA) reserves the right to specify alternative insurance requirements in Contract/Agreement language on a case by case basis so long as such alternative insurance requirements are substantively consistent with the intent of NJHMFA’s insurance requirements hereinabove, as NJHMFA 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 RFQ. **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 RFQ requirements are satisfied. Proposals that do not include the information requested may be considered non-responsive.

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

1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder;
2. A copy of Bidder’s HUD certification or other proof of good standing with HUD;
3. A brief history of the Bidder, including the level of counseling activity during the past three years;
4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder’s organization including counseling supervision experience or counseling experience within the past three (3) years;
5. Description of geographical areas by city and county served by the Bidder;
6. A plan for how the Bidder will structure its resources, including staff, office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive representation;
7. Narrative of Bidder’s ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;
8. Physical location of office(s);
9. References: A list of lenders with whom Bidder has worked and/or clients to whom Bidder has provided default mitigation and foreclosure counseling services and whom have granted

authorization to share contact information. Include the contact names and telephone numbers (Minimum of 3 references; maximum of 6);

10. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Bidder's client.

5.2 **Bid Evaluation Criteria**

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

Experience	40
Management	30
Capacity	30

*** Five (5) capacity points will be awarded for each Region a Bidder selects and shows ability to offer full coverage and accessibility to all included counties. The Agency may select multiple Bidders for any and/or all regions.**

6.0 **ADDITIONAL INFORMATION FOR BIDDERS**

6.1 **Key Events**

6.1.1 **Bid Opening**

All bids must be submitted electronically through the Agency's Procurement Portal at <https://njhmfa.bonfirehub.com> by **11:00 AM on March 17, 2022** 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 Bidders' 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 RFQ. 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 RFQ by the Bidder. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFQ. Each question should begin by

referencing the RFQ page number and section number to which it relates.

6.4 Cut-Off Date For Questions and Inquiries

All questions and inquiries relating to this RFQ must be received by **2:00 PM** (Eastern Standard Time) on **March 7, 2022**. Questions received after this time will not be acknowledged or considered.

6.5 Revisions to the RFQ

Only written modifications issued via Addendum are considered to be alterations to the RFQ. Oral comments are not binding. An Addendum will be issued by the Agency for any revisions, modifications, clarifications or alterations to the RFQ and will become part of the final Contract resulting from this RFQ. If it becomes necessary to amend the RFQ, an Addendum will be issued by the Agency and publicly advertised 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 RFQ. No special consideration will be given after bids are opened because of a Bidder's failure to be knowledgeable of all the requirements of this RFQ. By submitting a bid in response to this RFQ, the Bidder shall be deemed to have understood all the requirements of the RFQ.

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 RFQ.

6.8 RFQ 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 RFQ 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 RFQ
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. Certification for Executive Order No.271 – COVID-19 Vaccine (Exhibit K)
13. Copy of your New Jersey Business Registration Certificate (**It is not required to submit this certificate with the proposal; however, Bidders 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.**)
14. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Small Business Enterprise (SBE) certification, if applicable

6.9 Exceptions to the RFQ

Bidders may find instances where they must take exception with non-material requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Agency, and a description of the 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 RFQ, 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 RFQ.

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 RFQ 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 RFQ.

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 RFQ requirements but may improve upon original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedures:

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

In response to the Agency's request for a BAFO ("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 RFQ, is most advantageous to the Agency, price and other factors considered.

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

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 RFQ, will be most advantageous to the Agency.

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

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 RFQ.

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

The award will be from the date of the executed agreement through October 31, 2024. 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-13(i)., 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-13(g).

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-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 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 7.2 - 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
Single Family
PO Box 18550
Trenton, NJ 08650-2085**

11.0 APPLICABLE LAW

11.1 Applicable Law

The Agreement, including this RFQ and any and all litigation arising there from or related thereto, shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to conflict of law principles. Any litigation arising from this Agreement shall be 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 RFQ. Any and all express warranties offered by the Bidder/Contractor are to be in addition to and in conformity with all applicable implied warranties. No express warranty offered by the Bidder/Contractor is to be contradictory to any applicable implied warranty.

11.3 Claims

All claims asserted against the Agency by any Bidder or Contractor shall be subject to the requirements set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., 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 RFQ). A signed copy of Exhibit A, indicating your intent to comply with the requirements or a copy of either a Letter of Federal Approval or a Certificate of Employee Information must be submitted with your bid.
- B. New Jersey Business Registration:** In accordance with 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 RFQ, 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. 12101 *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>.**

M. Required COVID-19 Vaccinations/Testing – E.O. 271 (2021): Pursuant to §6 of Executive Order 271 (2021) bidder for contracts to which the Order applies shall certify at the time of the bid (or in any event, prior to entry into a contract, if awarded) that they have policies in place required to comply with the Order to ensure that all covered workers (including subcontractors) are fully vaccinated against COVID-19 and that any unvaccinated workers are tested weekly (Exhibit K – Certification for E.O. No. 271). E.O. 271 applies to all workers (including subcontractors) who may enter any premises utilized by a State agency, or who may provide services to State employees or their dependents, or to the general public. Proof of vaccination must comply with §3 of E.O. 271. Workers who are not “fully vaccinated” (as defined in §8 of E.O. 271) must be tested for COVID-19 at least weekly in a manner consistent with the requirements of §4 E.O. 271. Covered contractors (including subcontractors) must have a policy in place for tracking test results and reporting the same to the local public health department. All contractors shall ensure that any subcontractors providing services relating to this contract shall include the terms of E.O. 271 in their contracts. Each invoice submitted shall include a certification of compliance with E.O. 271 for the period covered by such invoice. E.O. 271 does not apply to contracts to be performed outside New Jersey, contracts which are below bid advertisement thresholds pursuant to N.J.S.A. 52:34-7, or contracts solely for the provision of goods. The full terms of E.O. 271 are hereby incorporated by reference into any contract or renewal of any contract with NJHMFA. The full text of E.O. 271 (2021) may be found at: <https://nj.gov/infobank/eo/056murphy/pdf/EO-271.pdf>

[E.O. 271 does not apply to this solicitation.](#)

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

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

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

It shall be a breach of the terms of any Contract entered into as the result of this bid application for a business entity to (i) make or solicit a contribution in violation of P.L.2005, c. 51; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed

to a campaign committee of any candidate or holder of the public office of Governor, or to any State or County party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of P.L.2005, c. 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of P.L.2005, c. 51; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of P.L.2005, c. 51.

11.5.2 Certification and Disclosure Requirements

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

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

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

11.5.3 State Treasurer Review

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

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

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

assistance from the federal government or any Agency thereof and the certification is approved by the appropriate approval officer.

11.6.1 Source Disclosure Requirements

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

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 RFQ, unless such shift shall have been previously approved by the Agency.

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

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

11.7 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 RFQ, the terms of the RFQ 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 RFQ.

12.2 Severability

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

12.3 Key Personnel

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

12.4 Publicity

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

12.5 Tax Exempt

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


12.6 Agency Standard Contract Addendum

Submission of a Bid or Proposal pursuant to this RFQ 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 RFQ, incorporating those requirements and policies by reference, shall govern.

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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: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		<i>John S. Tully</i> Acting Director
FORM-BRC(02-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

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

APPENDIX 1

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT FOR RFQ 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 Qualifications (RFQ) on **DATE**, for **RFQ TITLE** attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, **INSERT # ()** proposals were received in response to the RFQ; 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 RFQ (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 RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (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 RFQ (Exhibit A); 2) the Proposal, (Exhibit B). **VENDOR** must perform all duties and obligations imposed by the RFQ (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 RFQ (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 RFQ.

4. This Contract for **RFQ TITLE** will be awarded from the date of this executed agreement through October 31, 2024. 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 RFQ (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 RFQ 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. See attached NJHMFA Standard Contract Addendum (also available at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>).
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 Qualifications dated **DATE**

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

APPENDIX 2

NJHMFA SUMMARY ADDENDUM TO CONTRACT

WHEREAS, the New Jersey Housing and Mortgage Finance Agency ("NJHMFA" or the "Agency") is a body corporate and politic created in, but not of, the Department of Community Affairs pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, N.J.S.A. 55:14K-1 *et seq.*, with a place of business at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 and

WHEREAS, _____ ("Contractor") whose address is _____, entered into a Contract dated _____, 2022 (the "Contract"); and

WHEREAS, the Agency and the Contractor desire to amend the Contract as described in this Summary Addendum and to incorporate by reference certain provisions of law and policy as they relate to contracts with the Agency; and

WHEREAS, the Contractor represents that it has read, understood and agreed to each of the provisions of law or policy described below and as the same are more fully set forth in the NJHMFA Contract Addendum (the "Contract Addendum"), attached as Exhibit "A" and/or which are available for inspection on the NJHMFA website at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>

NOW THEREFORE, it is agreed that the Contract is amended to include and to incorporate by reference each of the aforementioned NJHMFA Contract Addendum provisions, which are summarized generally below. The following provisions, which are set forth more fully in the NJHMFA Contract Addendum, are hereby added to the Contract and fully incorporated therein:

- 1.0 **CONFLICTS OF INTEREST: Ethical Standards:** *No Gifts, Gratuities or Undue Influence*; N.J.S.A. 52:34-19; E.O. 189 (1988); 31 U.S.C. 1352.
- 2.0 **COMPLIANCE:**
 - 2.1 **Equal Employment Opportunity; Law Against Discrimination:** N.J.S.A. 10:5-31, *et seq.*
 - 2.2 **New Jersey Business Registration Required:** N.J.S.A. 52:32-44; **Sales Tax**, N.J.S.A. 54:32B-1.
 - 2.3 **Small Businesses, Minority/Women/Veteran-Owned Businesses:** E.O. 34 (2006), E.O. 151 (2009); (Set-aside Contracts Only) N.J.A.C. 17:13-4.2, *et seq.* and 17:14-4.2, *et seq.*
 - 2.4/2.5 **Prevailing Wages** (Building Services Only): **State Building Services Contracts Act**, N.J.S.A. 34:11-56.58, *et seq.* & N.J.A.C. 12:64-1.1, *et seq.*; **New Jersey Prevailing Wage Act**, N.J.S.A. 34:11-56.25, *et seq.* (Maintenance and Other Public Works).
 - 2.6 **Public Works Contractor Registration Act, Contractor and Subcontractors:** N.J.S.A. 34:11-56.48, *et seq.*; N.J.S.A. 34:11-56.55.
 - 2.7 **Worker & Community Right to Know Act:** N.J.S.A. 34:5A-1, *et seq.*, N.J.A.C. 8:59-1.1, *et seq.*
 - 2.8/2.9 **Equal Opportunity: Veterans**, 41 CFR 60-300; **Persons with Disabilities**, 41 CFR 60-741; **Americans with Disabilities Act**, 42 U.S.C. 12101, *et seq.*
 - 2.10 **Buy American:** N.J.S.A. 52:32-1.
 - 2.11 **Pay to Play Prohibitions:** N.J.S.A. 19:44A-20.13, *et seq.*; N.J.S.A. 19:44A-20.21.
 - 2.12 **Political Contribution Disclosure:** N.J.S.A. 19:44A-20.27.
 - 2.13 **Services to be Performed in the U. S.:** (Contracts for Services Only): N.J.S.A. 52:34-13.2; E.O. 129 (2004).
 - 2.14 **Small Business Enterprises:** E.O. 151 (2009).
 - 2.15 **Certification of Non-Involvement in Prohibited Activities in Iran:** N.J.S.A. 52:32-58.
 - 2.16 **Debarment/Suspension:** *Contractors/Subs not debarred or suspended.*
 - 2.17 **Required COVID-19 Vaccinations/Testing:** E.O. 271 (2021) (Except contracts outside NJ; contracts below bid advertisement threshold under N.J.S.A. 52:34-7; or for sale of goods).
All employees and sub-contractors must be vaccinated; unvaccinated to be tested weekly.
 - 2.18 **Compliance – Laws/Regulations/Policies:** *Contractor must comply with all Agency policies, local, State and Federal laws, rules and regulations.*

- 2.19 **Compliance – State Laws:** *N.J. Law governs; All litigation to occur in NJ.*
- 2.20 **Compliance – Arbitration:** *The Agency shall not be required to arbitrate any disputes.*
- 2.21 **Contract Construction:** *In the event of a conflict between this Summary Addendum and the Contract Addendum or between the NJHMFA Contract Addendum and the Contract, the NJHMFA Contract Addendum shall govern.*

3.0/3.1/4.0

EQUAL EMPLOYMENT OPPORTUNITY: Non-Discrimination: N.J.S.A. 10:5-31, *et seq.*; N.J.A.C. 17:27; (Contracts for Goods and Services); **Equal Pay:** N.J.S.A. 10:5-12; **Affirmative Action:** N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

5.0 SET-OFF FOR TAXES: N.J.S.A. 54:49-19.

6.0 DISCRIMINATION, TERMINATION OF CONTRACT, PENALTIES: N.J.S.A. 10:2-1, *et seq.*

7.0 DOCUMENTS AND DOCUMENT RETENTION: *All documents are, with limited exception, subject to public disclosure under OPRA (N.J.S.A. 47:1A-1, et seq.). Documents must be retained for five years.*

8.0 CONTRACTS POSTED ONLINE (Sandy Recovery-Related Only): E.O. 125 (2013).

9.0 CLAIMS: Applicability of N.J. Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.* (except § 9) notwithstanding “sue and be sued” status”; **N.J. Tort Claims Act,** N.J.S.A. 59:1-1, *et seq.*; *No indemnification by NJHMFA.*

10.0 OWNERSHIP DISCLOSURE BY CONTRACTOR: N.J.S.A 52:25-24.2.

The Contractor acknowledges and understands that this Summary Addendum is a summary only of the terms and conditions more fully set forth in the NJHMFA Contract Addendum attached as Exhibit “A” and/or which is available for inspection on the NJHMFA website at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>

By signing this Summary Addendum, *Contractor expressly agrees to the specific provisions set forth more fully in the NJHMFA Contract Addendum, which are hereby fully incorporated by reference in any contract with the Agency.* This addendum may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Summary Addendum as of _____, 202__

Date:

WITNESS/ATTEST:

CONTRACTOR: _____

By: _____

(Title)

Date:

WITNESS/ATTEST:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____

(Title)

APPENDIX 3

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

Ocean Inc. RFQ Narrative

1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder

The purpose of the O.C.E.A.N., Inc. application is to assist eligible Ocean, Monmouth, Mercer, Atlantic, Cape May, Cumberland and Salem County residents in applying for Mortgage Assistance. The O.C.E.A.N., Inc. Housing Counselor and two potential new Housing Counselors slated to take their HUD Exams in March/April 2022, will assist eligible applicants residing in these communities with default mitigation and foreclosure counseling services.

Since the start of the Covid-19 Pandemic, Ocean Inc. has assisted residents through the coordination of collaborative partnerships with local lenders for default mitigation and foreclosure counseling services through Covid-19 grant programs. These include NJDCA State CARES Act funding and County and Municipal CDBG-CV Covid-19 funding.

Emergency assistance is currently being provided to assist residents who are in danger of becoming homeless due to their inability to pay their monthly mortgage or rent payments. Ocean Inc. staff provides each client the following documentation to confirm eligibility including:

- Covid-19 Pandemic Relief Assistance Information Guide
- Covid-19 Relief Assistance Policies and Procedures
- Covid-19 Relief Assistance Worksheet to determine eligibility
- Covid-19 Initial Intake/Admission Form
- Covid-19 Pandemic Relief Assistance Affidavit

As a recipient of CARES Act funding, Ocean Inc. maintains accurate records documenting the prevention of, preparation for and/or response to the coronavirus pandemic and record/document targeted populations within areas being served by the program.

- These elements include:
 - ✓ How the person/household was impacted by the coronavirus;
 - ✓ The number of persons/households served;
 - ✓ The family size, race/ethnicity, income documentation, and residency documentation of those served.
- Ocean Inc. submits performance reports to grantors which are reviewed for accuracy, performance measures and compliance. In addition, on-site monitoring/auditing for ongoing compliance and eligibility is performed to ensure income guidelines and residency are being met and goals are being reached.
- Document that there is no duplication of benefits or supplanting of funding.
- Requests for payments are made on a reimbursement basis by submitting a payment voucher along with supporting documents.

2. A copy of Bidder's HUD certification or other proof of good standing with HUD

See attached HUD certification attached to the online RFQ.

3. A brief history of the Bidder, including the level of counseling activity during the past three years

Since 1965, O.C.E.A.N., Inc. has been helping people help themselves. As the Community Action Agency for low to moderate income residents, O.C.E.A.N., Inc.'s mission is to deliver comprehensive services that improve the quality of life of individuals and families, and assist them in moving toward self-sufficiency. The agency's method is the Community Action Method: prioritizing prevention, addressing the causes of poverty, involving the community, improving the community, creating opportunity, and responding to the needs of clients with programs that are flexible, coordinated with other local resources, and directed toward long-term client development. O.C.E.A.N., Inc. programs are continually evolving in response to the results of the Community Assessment the agency updates yearly with input from community residents and the agencies and organizations that serve them.

Ocean, Inc. has provided Housing Counseling to the community for more than forty-two, (42) years and is the only HUD certified Housing Counseling Agency in Ocean County. The O.C.E.A.N., Inc., Housing Counselor provides the following counseling services including:

- Mortgage Delinquency and Default Resolution Counseling
- Resolving/Preventing Mortgage Delinquency Workshops
- Rental Housing Counseling
- Predatory Lending Education Workshop
- Financial Management/Budget Counseling
- Fair Housing Pre-Purchase Education Workshops
- Financial Budgeting and Credit Workshops
- Pre-Purchase First Time Homebuyer Education Counseling (8-10 workshops) for qualified applicants per year.
- Non-Delinquency Post Purchase Workshops

O.C.E.A.N., Inc. has been the administrator of the First Time Homebuyer program for the Ocean County Department of Planning since 1997. In total, there have been 559 First Time Homebuyer closings between 1997 and March, 2022.

O.C.E.A.N., Inc. has developed collaborative partnerships with Credit Masters, Mr. Stephen Smith, Attorney at Law, and eight, (8) area lenders including Ocean First Bank, Advisors Mortgage, Investor Savings Bank, Union Home Mortgage, Santander Bank, M&T Bank, Family First Funding and Caliber Home Loans in order to provide clients with the most comprehensive services possible. USDA and NJHMFA loans programs are also allowed in the First Time Homebuyer Program. These organizations and Mr. Smith have been presenters at Homebuyer Education Workshops in the past. Credit Masters have assisted individual clients with their credit needs as well.

Through grant funding provided by Wells Fargo, O.C.E.A.N., Inc. provided two (2) Mortgage Modification and Consumer Scam Education Outreach Seminars throughout Ocean County. Through this initiative, O.C.E.A.N., Inc. collaborated with the Ocean County Prosecutors Office, Ocean County Office of Senior Services and the Ocean County Library with topics that covered mortgage modification, consumer fraud, predatory lending practices and behaviors, mortgage scams – consumer scams, preserving homeownership, preventing and resolving mortgage delinquency along with additional community resources.

Methods of Service Delivery Provided

- Homeownership consisting of financial literacy pre/purchase home buying one-on-one and post purchase counseling. English/Spanish
- Rental/Mortgage Assistance - The O.C.E.A.N., Inc. Housing Counselors and County Board of Social Services continue to coordinate services to avoid duplication of efforts when providing Rent and Mortgage Assistance through shared reporting and phone contact. Additionally, the two agencies work together to link clients with resources that can help prevent homelessness, and to ensure clients are offered and take advantage of the counseling services at O.C.E.A.N., Inc. that can help them avoid future housing crises. English/Spanish

The Board of Trustees of O.C.E.A.N., Inc., in conjunction with advisory boards, formulates program and goal setting, management, financial policies, delegates administration of the financial policies to the administrative staff, and reviews operations and activities of the agency. The Board of Trustee secures the services of a Certified Public Accountant to perform the agency wide audit on a yearly basis, as mandated by various funding sources. The auditor reports all concerns and/or findings directly to the Board of Trustees.

4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years

Details regarding Ocean Inc. staff providing Program Services:

See attached resume of Ms. Sarah Yofee submitted in the online RFQ. Ocean Inc. plans to include two new potential Housing Counselors for a total of three (3) Housing Counselors to be utilized for this program. The progress of the Housing Counseling Program is monitored by Ms. Sharonda Sheppard, the Ocean Inc. Direct Services Director and the President/CEO of O.C.E.A.N, Inc., Mr. Channell Wilkins. (See attached resumes which includes a brief history)

Success in meeting NJHMFA Housing Counseling Program objectives will be measured by the following:

- The number of Housing Counseling activities that occur each year;
- The number of clients in need of other services, (housing stability-Home Energy, Weatherization and Direct Services) and who receive them;

The results of a feedback questionnaire which participants complete are utilized in determining any changes to be made to the format of the program. O.C.E.A.N, Inc.'s strong organizational structure and dedicated staff ensure that the Housing Counseling Program will continue to be administered effectively and efficiently.

Included in the attachment section of our application is a copy of the certification exam passing status including ID. As part of the HUD Housing Counseling Exam, knowledge of the Default Mitigation and Foreclosure Counseling Service Sections are requirements needed to pass the exam including the following:

- Selecting a Loss Mitigation Program
- Knowledge Checks
- Restriction based on:
 - ✓ Mortgage Loan
 - ✓ Primary Residence
 - ✓ Loss Mitigation Options
- Loss Mitigation Submission Process and Documentation for Loss Mitigation Requests
- Determine if homeowner wants to remain in the home (retention) or transition out of the home (disposition) into a rental situation
- Home Affordable Refinancing Program (HARP)
- Foreclosure Process
- Fannie Mae Flex Modification and Freddie Mac Flex Modification
- Counseling Homeowners on Loss Mitigation Checklist (See document in the attachment section)
- Loss Mitigation Training Resources (See document in the attachment section)

5. Description of geographical areas by city and county served by the Bidder

Ocean Inc. has been the Community Action Agency for 56 years and provides supportive services in Ocean, Atlantic and Cape May Counties. We also traverse to Monmouth County to provide our Affordable Housing and Weatherization Services. As indicated in our attached Cost Sheet, Ocean Inc. will provide services the following geographic areas including: Ocean, Monmouth, Mercer, Atlantic, Cape May, Cumberland and Salem Counties.

6. A plan for how the Bidder will structure its resources, including staff, office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive representation.

In each of the previously referenced regions selected, the Ocean Inc. HUD-Approved Housing Counselor including two potential new Housing Counselors will administer and mobilize from the Ocean County Toms River, NJ Corporate Office and the Southern Administrative office in Atlantic City to deliver default mitigation and foreclosure prevention activities to homeowners in the selected regions for those earning no more than 150% of area median income (AMI).

These services will include but are not limited to: analysis of the client's financial situation; evaluation of the current value of the home that is subject to the mortgage; review of options; and the approval of an action plan by all interested parties. Whether or not the homeowner is in foreclosure, the goal will be to assist the homeowners in retaining their homes with an affordable mortgage through budget strategies, modification and/or application to funding assistance programs.

Some instances may require the sale or surrender of the home and a strategy that involves transitioning from homeownership into a rental situation. Documented demonstration of the counseling units as described below will be transmitted through the NJHMFA secure portal for payment and compliance purposes.

Level A Counseling:

- Intake: Ocean Inc. Housing Counselors will conduct an intake including the client's name, address, demographic information, lender and loan information and the reason for the delinquency;
- Housing Counselors will collect and submit a signed authorization form from the client that will allow us to: a. Submit Client information to HMFA, its contracted vendors as required and other parties as may be required. Open files for program monitoring and compliance review by HMFA, its contracted vendors and other parties as required by NJHMFA and conduct follow up with the client related to program evaluation;
- Disclosure Statement: Ocean Inc. Housing Counselors will provide to all clients a disclosure statement which explicitly describes the various types of services we will provide and any financial relationships between the counseling agency and any other industry partners;
- Privacy Policy: Ocean Inc. Housing Counselors will provide a copy of the its privacy policy to all clients. Proof that the client received the policy will be maintained in the file;
- Budget: Ocean Inc. Housing Counselors will assist the client in developing a budget based on his/her representation of their expenses, debts and available sources of income;
- Written Action Plan: Ocean Inc. Housing Counselors will develop an Action Plan for follow-up activities to be taken by the client. The Action Plan will be clearly labeled, signed by the client and a copy submitted through HMFA's Secure portal. It will include the counselor's assessment of the client's situation with a client-specific recommendation for a plan of action. If the assessment and recommendation are part of the counselors notes, the information will be transferred to a form titled Action Plan so that the assessment and course of action are clearly defined for the client and for compliance testing.

Level B Counseling

- Budget Verification: The Ocean Inc. Housing Counselors will conduct Budget Verification – *i.e.* review documented evidence provided by the client to establish true debt obligations (e.g. credit report, pay stubs), monthly expenses (e.g. bills and bank statements) and spending patterns, and realistic opportunities for income (tax returns and

pay stubs). Evidence of Budget Verification will be transmitted through the NJHMFA secure portal.

- Signed Authorization Form: If not already on file, the Ocean Inc. Housing Counselors will collect a signed authorization form (including privacy policy and disclosure) as described for Level A.
- Steps Taken Upon Action Plan: The Ocean Inc. Housing Counselors will document and transmit evidence of steps to obtain a solution or the “action” taken on behalf of the client. This includes the counselor’s notes; it also includes documentation such as submission of hardship letter, fax transmission report, e-mail, portal transmission screenshot or postal mail receipt as evidence of communication with servicer. The Housing Counselors will document attempts to contact the client for 3 consecutive months if they do not follow up; to contact servicer or; fill out forms required by servicer toward workout plan or modification and submit proof of these actions to HMFA through the secure portal.

Level C Counseling

- Updated Action Plan: Ocean Inc. Housing Counselors will develop an updated Action Plan strategizing alternate courses of action including but not limited to transition assistance (locating rental, exploring short sale options and deed-in lieu).
- 2. Outcome: Ocean Inc. Housing Counselors will document outcome, outlining actions taken.
- 3. Levels A and B counseling will have already taken place, with respective required documentation submitted.

Application Submission Process

- Application Submission Services
 - ✓ Document review: The Ocean Inc. Housing Counselors will collect and review all documents necessary to determine client’s minimal eligibility for the specific program as directed by the program guidelines, policies and procedures, which may include income and credit information;
 - ✓ Application Submission: Ocean Inc. Housing Counselors will submit complete applications for minimally qualified clients, based on the guidelines set forth by HMFA and in the manner specified by the individual program process guides.

Miscellaneous Services

- The following services which Ocean Inc. can provide include:

- ✓ Document Signing: Ocean Inc. Housing Counselors will facilitate the signing of required post-approval/closing documents with the approved applicant and submit them to HMFA or its designee in the manner required;
- ✓ Notary Services: If requested by HMFA, notarize closing documents prior to submission to HMFA with an in-house Ocean Inc. notary.

The Ocean Inc. Housing Counselors will prepare and submit monthly activity reports in the format designated by NJHMFA.

Agency Housing Counselors will maintain records in separate files for each client counseled. These records will be made available to the NJHMFA for inspection upon request. Records for this program will be retained for a minimum period of three years following the completion of the file.

Oversight Activities

- O.C.E.A.N., Inc. will maintain a weekly activity report that shows the personnel activities for each Housing Counselor. Payroll information is gathered electronically through the “Paychex System”
- All disbursements decisions are recorded in the general ledger. The general ledger is recorded by computer using the “Financial Edge” program. All disbursements are categorized by program.
- All transactions will require multiple approvals prior to being disbursed. The CFO identifies service and compliance issues. The Accounts Payable Accountant prepares transactions/invoices for payment which is reviewed & signed by the CFO, President/CEO and a member of the O.C.E.A.N., Inc. Board of Trustees.

NJHMFA can assess Ocean Inc’s performance in achieving performance goals using NJHMFA Secure Portal. O.C.E.A.N., Inc. Housing Counseling staff generate reports on achievement of goals for management analysis. We record notes for client activity, action plan, financial analysis and follow-up and to track activities. O.C.E.A.N., Inc. performs quality control reviews of the client management system data and pull reports as part of post counseling follow-up and review six (6) months or more after counseling was complete.

O.C.E.A.N., Inc., measures our program performance by maintaining both on-line and hard copy which provides the necessary reporting forms to measure performance including the steps we have in place to adjust our work plan if performance targets are not met within established timeframes.

7. Narrative of Bidder’s ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a client.

The following is a breakdown of what our Housing Counselor provides to a client when they come to Ocean Inc. facing foreclosure and our ability to negotiate with creditors, servicing agents and lenders to provide a successful outcome for a client:

O.C.E.A.N. Inc's HUD certified Housing Counselor fully supports and provides housing counseling to homeowners who are facing foreclosure. O.C.E.A.N. Inc. will negotiate with lenders (servicers); and often request repayment plans, forbearance agreements, loan modifications, or other loss mitigation options to determine which option is best suited for the client in order to resolve delinquency and sustain homeownership.

In further detail, clients that are "at risk" of default with their current mortgages are offered a variety of options. Should the client be current on their mortgage, but not able to afford the current monthly payment, the Housing Counselors recommends for the client to reach out to their mortgage company and request a deferment of the current month's payment. Should the client already be in arrears with the current mortgage, the Housing Counselors will devise a payment plan based upon the client's budget and have the payment plan in place with the client, prior to the client calling the mortgage company to propose the payment plan. Should the client be at risk of Foreclosure, the Housing Counselors will determine what the client's intentions are towards the home.

Should there be an acceptable reason for delinquency, the Housing Counselors will aid the client in requesting a loan modification from the bank to modify the terms and bring the account current. Every effort will be made to keep the client in their home. O.C.E.A.N., Inc. Housing Counseling offers referrals to various agencies, organization and businesses throughout the community in which they have partnered with and built a long-lasting relationship. As previously referenced, Ocean, Inc. Housing Counseling Department works with Banks, Credit Unions, Real Estate Agencies, Home Inspectors and Credit Services.

O.C.E.A.N., Inc. utilizes partnership resources for its Housing Counseling Program including negotiating with creditors, servicing agents and lenders. The funds and services the agency receives from other sources supplements and enhances O.C.E.A.N., Inc.'s capacity to deliver a wider variety of housing counseling services to a broader scope of individuals and families. The resources which produce a successful outcome for our clients and meet the goals and objectives of NJHMFA and the O.C.E.A.N., Inc. Strategic Plan are as follows:

1. Ocean County Department of Planning (CARES)
2. Toms River Township Municipality (CARES)
3. NJDCA (CARES-Non-Discretionary)

In addition to these resources, O.C.E.A.N., Inc. has contracts with OceanFirst Bank and NJHMFA to provide homebuyer counseling and education on a fee-for-service basis.

O.C.E.A.N., Inc. has developed collaborative partnerships with Credit Masters, Mr. Stephen Smith, Attorney at Law, and eight, (8) area lenders including Ocean First Bank, Advisors Mortgage, Investor Savings Bank, Union Home Mortgage, Santander Bank, M&T Bank, Family First Funding and Caliber Home Loans in order to provide clients with the most comprehensive services possible. USDA and NJHMFA loans programs are also allowed in the First Time Homebuyer Program. These organizations and Mr. Smith have been presenters at Homebuyer

Education Workshops in the past. Credit Masters have assisted individual clients with their credit needs as well.

8. Physical location of office (s)

O.C.E.A.N., Inc. will administer the program at its Housing Counseling Offices at the following locations:

Ocean Inc. - Corporate Office
40 Washington Street
Toms River, NJ 08754-1029
Phone (732) 244-5333 Ext. 1110

Ocean Inc. - Southern Office
200 N. Texas Avenue
Atlantic City, NJ 08401-4806
Phone (609) 345-1359

The agency Housing Counseling office hours are Monday – Friday from 8:30 am to 4:30 pm. For the convenience of our customers, the O.C.E.A.N., Inc. Housing Counseling Program allows for the drop-off, fax, email etc. of applications which will be reviewed the next business day. All agency locations can be viewed on our website at www.oceaninc.org or visit us on Facebook at O.C.E.A.N., Inc.

9. References: A list of lenders with whom Bidder has worked and/or clients to whom Bidder has provided default mitigation and foreclosure counseling services and whom have granted authorization to share contact information. Include the contact names and telephone numbers (Minimum of 3 references; maximum of 6)

Kevin Kennedy
ADVISORS MORTGAGE
NMLS #224148
Office: 732-751-4482
Cell: [REDACTED]
E-Mail: KKennedy@advisorsmortgage.com

Gary Fish
UNION HOME MORTGAGE
NMLS #589204/ NMLS #297658
Cell: [REDACTED]
E-Mail: GFish@unionhomemortgage.com

Robert Wondolowski/Ryan Tutzauer
OCEAN FIRST BANK
NMLS #1374890/NMLS#1643409
Office: 888-623-2633
Cell: [REDACTED]

E-Mail: RWondolowski@oceanfirst.com

Sarah Lapp

M&T BANK

NMLS# 1972725

Cell: [REDACTED]

E-Mail: SLapp@mtb.com

Justin D. Shearer Esq

625 Route 9

Beachwood NJ 08722

P:732-240-3729

F:732-349-6568

www.ShearerEsq.com

10. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Bidder's client

See attached resume of the Ocean Inc. Housing Counselor in the online application. As previously referenced, we anticipate utilizing two potential new Housing Counselors slated to take their HUD Exams in March/April 2022, which will total three (3) Housing Counselors to cover the selected region.

Fluency in Languages

Ocean Inc. utilizes in-house staff as interpreters which allows us to communicate with Spanish speaking clients and the Google Translate Application for all other languages.



HUD APPROVAL AS A HOUSING COUNSELING AGENCY

The U. S. Department of Housing and Urban Development approves the following named entity as a Local Housing Counseling Agency.

OCEAN, INC. (Ocean Community Economic Action Now, Inc.), 90545

The Department approved this housing counseling agency to provide the following types of housing counseling in accordance with their counseling work plan.

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Rental Housing Counseling
- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting, and Credit Workshops
- Non-Delinquency Post Purchase Workshops
- Predatory Lending Education Workshops
- Pre-purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops

March 29, 2021
Date of Approval

March 29, 2024
Date Approval Expires

Kisha J. Wright
Kisha J. Wright
Director, Oversight and Accountability
Office of Housing Counseling

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REFERENCES
EXHIBIT B

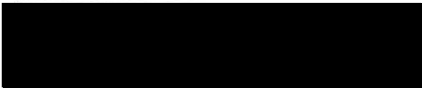
This form must be completed and submitted with your bid. A minimum of three references (excluding NJ Housing and Mortgage Finance Agency), of similar Projects or Contracts, must be provided. List any government Contracts first. **Each reference must include current contact person, company name, address, telephone number, fax number, and email address.** Use additional sheets as necessary.

1) Tracey Badua- HUD Housing Specialist

Santa Ana Federal Building

34 Civic Center Plaza, Room 7015

Santa Ana, Ca 92701-4003



2) Tony Agliata, Ocean County Planning

P.O. Box 2191

Toms River, NJ 08754

Phone:



3) Kathleen Butler, NJDCA

101 South Broad Street

Trenton, NJ 08608-2401

Phone:



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NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REQUEST FOR QUALIFICATIONS
FOR
THE NEW JERSEY HOUSING COUNSELING PROGRAM
ROUND 2

COST SHEET - EXHIBIT H

The Program allows for three (3) levels of counseling (See below requirements) and Application Submission Services. Level A must have occurred in order to perform Level B, and Level C counseling; however, Level B does not have to occur in order to perform and bill for Level C. Total billing cannot exceed \$600 (\$700 if miscellaneous services requested). New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

Level A = Intake, Budget, Action Plan (Compensation: \$100 per completed service and documentation)

Counselor has performed intake, collected signed third-party Authorizations, provided appropriate disclosures, shared privacy policy, developed a Budget and created an Action Plan.

Level B = Measurable Action (Compensation: \$250 per completed service and documentation)

Counselor has performed Level A; Completes Budget Verification (i.e. gathers pay stubs, credit report); and Verification of Action Taken (i.e. Communication with Lender, application for local state and/or federal resources not offered by the Agency), documentation of completed measurable action or outcome (i.e lender modification and/or application for available federal, state or local mortgage assistance funds not offered by the Agency.)

Level C = Transition Assistance (Compensation: \$100 per completed service and documentation)

Identify and strategize alternative courses of action including transition into rental situation, short sale or cash for keys. Required documentation for payment includes communication with regard to transition and/or notes describing actions taken.

Application Submission Services (Compensation: \$150 per minimally eligible application submitted)

Counselor has collected and reviewed all necessary program required documentation; determined applicant meets minimum program criteria as defined by program guidelines; and submitted a completed program application as directed by the Agency. Required documentation for payment includes a complete application submission and an applicant meeting the minimum requirements to receive a full review of their application.

Miscellaneous Services (Compensation: \$50 per application for each individual task)

When requested by HMFA, Counselor will facilitate the signing of post-approval/closing documents and submit documents to HMFA as required. (\$50 compensation per application)

When requested by HMFA, Counselor will notarize required closing documents (\$50 compensation per application)

***Non-Duplication of Benefits: Housing Counseling Agencies may not bill more than one funding source for the same services provided to the same client.**



ACCEPT



DECLINE

CBW

CONT'D
COST SHEET - EXHIBIT H

Although, a bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in the defined regions.

Please provide a check in the box next to the region(s) in which you are bidding on.

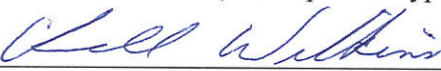
Region Number	Regions	Service to the Region
1.	Bergen, Hudson, Passaic and Sussex	
2.	Essex, Morris, Union and Warren	
3.	Hunterdon Middlesex and Somerset	
4.	Mercer, Monmouth and Ocean	X
5.	Burlington, Camden and Gloucester	
6.	Atlantic, Cape May, Cumberland and Salem	X

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

Ocean Inc.
Name of Firm (Please print or type)

732-244-5333 [REDACTED]
Phone Number

Channell Wilkins
Name (Please print or type)


Signature

March 3, 2022
Date

40 Washington Street
Address

732-349-4227
Fax Number

President/CEO
Title

cwilkins@oceaninc.org
E-mail

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 equalopportunity 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 EQUIPMENT

- (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.

Accepted: 

Date: 3/3/22

Print Name and Title: Channell Wilkins, President/CEO

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:  Date: 3/3/22

Print Name and Title: Channell Wilkins, President/CEO