

October 1, 2023

Dear Vendor:

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency” or “NJHMFA”) is seeking HUD certified housing counseling agencies to provide counseling services related to the New Jersey Foreclosure Mediation Assistance Program (hereinafter referred to as “FMAP”). FMAP services have been expanded herein to include pre-foreclosure counseling services, rental counseling and/or documentation assistance in the event of a declaration of a state of emergency and a revised fee structure.

The On-line Application for FMAP includes the following:

1. Applicant’s Checklist
2. Information for Applicants
3. Application Specific Definitions
4. FMAP Scope of Services
5. FMAP Specific Submission Requirements
6. Mandatory Affirmative Action Language (Exhibit A)
7. Company Certification and Questionnaire (Exhibit B)
8. Source Disclosure Certification Form and Sample (Exhibit C)
9. Vendor Code of Ethics (Exhibit D)
10. NJHMFA Standard Addendum to Contract (Exhibit E)
11. Fee Schedule and Affirmation (Exhibit F)
12. Record Certification Form (Exhibit G)
13. State Business Registration Certificate (sample)

It is important that these documents are completed in full, signed and dated where indicated. Failure to submit or sign any of the required documents may result in a disqualification.

Please return the Application and the required documents to the Agency’s Procurement Portal at:

<https://njhmfa.bonfirehub.com>

Attention: Procurement - FMAP

Questions regarding this application process must also be submitted electronically at:

<https://njhmfa.bonfirehub.com>

Sincerely,

Brenda H. King
Senior Procurement Officer

Attachments

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

APPLICANT’S CHECKLIST

The following is a checklist for all Applicants to complete. Please sign and date the documents where indicated, attach the requested information, and return the entire packet to the NJHFMA.

	<u>Vendor</u>	<u>NJHMFA</u> <u>(use only)</u>
1. Mandatory Affirmative Action Language (Exhibit A)	()	()
2. Company Certification and Questionnaire (Exhibit B)	()	()
3. Source Disclosure Certification Form (Exhibit C)	()	()
4. Vendor Code of Ethics Form (Exhibit D)	()	()
5. NJHMFA Standard Summary Addendum (Exhibit E)	()	()
6. Fee Schedule & Affirmation (Exhibit F)	()	()
7. Record Certification Form (Exhibit G)	()	()
8. Section 4.0 Specific Requirements	()	()
9. Copy of current 503(c) (3) non-profit certification	()	()
10. Certificate of Insurance (NJHMFA named as additional Insured)	()	()
11. A copy of Applicant’s HUD certification (or other proof of current compliance)	()	()
12. Copy of New Jersey Business Registration Certificate (required unless proof of non-profit status is provided)	()	()

 Name of Counseling Agency (print or type)

 Date

-----**NJHMFA Use Only**-----

Approved by:

 (print or type)

 Date

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

1.0 **INFORMATION FOR APPLICANTS**

1.1 **Background**

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency” or “NJHMFA”) is an independent state agency, whose primary mission is to provide funding for affordable home ownership and housing opportunities for New Jersey Residents. NJHMFA 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**

NJHMFA is seeking HUD certified housing counseling agencies to provide counseling services in the Foreclosure Mediation Assistance Program (hereinafter referred to as “FMAP”). FMAP serves homeowners who are qualified by the Office of Foreclosure in the Superior Court Clerk’s Office (“SCCO”) to participate in the New Jersey Judiciary Foreclosure Mediation Program (hereinafter referred to as the “Mediation Program”); those in need of preventative, or pre-foreclosure, counseling who may not qualify for the Mediation Program; and, in the case of a declared State of Emergency, those in need of rental counseling and/or Application assistance. For the purpose of this Application, all entities or persons that submit an Application hereunder shall be referred to as “Applicant” (as defined below.)

FMAP was originally designed to provide housing counseling to enhance the Mediation Program administered by the SCCO. The Mediation Program provides homeowners a process to determine if a loan modification is a viable option or, alternatively, to provide the homeowner with as much advance notice as possible to allow for planning alternative resolutions if home retention is not possible. The Mediation Program utilizes trained mediators to facilitate communication and document exchange between homeowners and lenders. FMAP, administered by NJHFMA, provides trained housing Counselors to provide assistance in completing the necessary mediation documentation, as well as preparing a budget, alternate loan options or a transition from homeownership to a rental alternative. The housing Counselor is not required to attend the actual mediation but may do so at the homeowner’s request.

1.3 Added Services: On January 24, 2022 **pre-foreclosure counseling** was added to FMAP services through legislation as a permanent service, allowing counseling services for those who may not be qualified to enter the Mediation Program but may be in danger of foreclosure.

On July 20, 2023, legislation was signed by the Governor to include the **provision of rental counseling** services in the case of declared State of Emergency, to be funded by FMAP.

1.4 Eligibility Requirements: In order to be eligible to participate in the FMAP as a homeowner: (1) the property must be a one to four family residential property; (2) it must be the homeowner’s primary residence; and (3) the homeowner must be the borrower.

If the homeowner is qualified through the Office of Foreclosure to opt into the Mediation Program, they must also have a Mediation Acceptance Letter. Qualifications and instructions for the Mediation Program can be found at

https://www.njcourts.gov/sites/default/files/forms/11270_hud_njhmfa_borrower_instruct.pdf.

Households are eligible for counseling services without regard to income.

1.5 Acquiring a Housing Counselor: Homeowners qualified for Mediation through the Office of Foreclosure, are assigned a housing counseling agency by the NJHMFA staff from the Qualified List.

Homeowners not participating in Mediation or renters in the case of a State of Emergency may choose from the list of participating agencies on the NJHMFA website at

<https://nj.gov/dca/hmfa/consumers/foreclosure/Counselor/>.

1.6 Role of the Housing Counselor in Foreclosure Prevention and FMAP Counseling:

The HUD certified housing Counselor must have the ability to deliver foreclosure prevention activities including but 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 such as lender in-house modifications that may include restructuring or refinancing strategies; and the approval of an action plan by all interested parties. In the case of foreclosure prevention whether or not the homeowner is in foreclosure, the goal is to assist the homeowners in retaining their homes with an affordable mortgage. Some instances may require the sale or surrender of the home and a strategy that involves transitioning from homeownership into a rental situation. If the homeowner qualifies for the Mediation Program, the Counselor will contact the homeowner within 48 hours of assignment, and continue to work with the homeowner well in advance of the scheduled Mediation by assisting them with the task of completing the financial forms and documentation required for lender modification consideration. They may be present with the homeowner during the scheduled Mediation session but are not required to do so. See also “Emergency Services” in the Definition Section of this Application.

1.7 The Role of the Housing Counselor in Rental Counseling: The housing Counselor should be familiar with tenant rights, standard lease forms and fair housing issues; be able to guide tenants through budget and credit repair; and provide eviction diversion and/or transition assistance, if necessary. They should also be aware of, and provide connection to, community resources and disaster recovery programs that may be initiated during a declared State of Emergency. See also “Emergency Services” in Section 2.0 Definitions of this Application.

All housing counseling must be provided by HUD Certified Housing Counselors (see Definitions below) or by counselors actively working towards passing the HUD certification exam.

The performance start for this phase of the FMAP Program is October 1, 2023. Only clients with intake dates on or after that date will be reimbursed under this contract. Any client files with intake dates before that date will be denied under this contract.

NJHMFA shall select Applicants (the “Successful Applicant”) for six (6) regions of the State as defined below. **Although, an Applicant may request one or more regions, the counties that comprise a region may not be altered or amended in any way.**

Applicants must be able to provide services in all counties included in the defined regions below.

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**

Action Plan - A comprehensive written plan including, but not limited to, the following information:

- Summary of the client’s financial situation
- Budget
- Steps to be taken by the client
- Steps to be taken by the Counselor
- Estimate of time necessary to reach a solution

Addendum –Written clarification or revision to this Application issued by NJHMFA.

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

Applicant – An individual or business entity submitting a proposal/bid in response to this application.

Application – A document which establishes the submission and Contract requirements and solicits Applications to meet the needs of the NJHMFA as identified herein.

Client – A New Jersey resident who has elected to participate in the Program and receives assistance from a Contractor for Program counseling.

Contract – This Application, any addendum to this Application, and the Applicant’s proposal submitted in response to this Application, as accepted by the NJHMFA. The Contract shall also reflect the terms of the NJHMFA Standard Contract Addendum, which is available for inspection on the NJHFMA website at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>.

Contractor – The Applicant awarded a Contract resulting from this Application.

Emergency Services – As defined by NJ A4864 pertaining to FMAP – assistance “to homeowners and renters who have been impacted by real property damage to, or destruction on, their primary residence, as a result of an event that prompted the Governor or the President of the United States to declare a state of emergency or issue an emergency disaster declaration, assistance in the preparation and submission of Applications for housing related expenses, including, but not limited to: (a) rental payments; (b) mortgage payments; (c) insurance payments; (d) property tax payments; and (e) repair, rehabilitation, or relocation assistance payments that have been made available, by the State or federal government, in response to the declared emergency or disaster.”

Experienced Counselor - A HUD certified housing Counselor within a HUD-Certified Counseling Agency (defined further in this section) who has passed the HUD certification exam and has at least two

(2) years of documented experience working with foreclosure and default mitigation issues; and has knowledge of fair housing and tenant rights.

Evaluation Committee – A committee consisting of NJHMFA staff established to review and evaluate responses to this Application and to recommend a Contract award between the New Jersey Housing and Mortgage Agency and the approved Housing Counseling Agency.

Executive Director - The Chief Executive Officer of the NJHMFA.

FMAP – Foreclosure Mediation Assistance Program - A housing counseling program designed to assist financially struggling homeowners who are in or are at risk of foreclosure, by facilitating a sustainable solution through budget analysis, loan modification, Mediation and/or transition assistance. In the case of a declared State of Emergency, rental counseling services will also be available to connect tenants to community resources and whatever State of Emergency assistance programs that may be initiated, as well as budget and credit repair and/or transition assistance, if necessary.

Full Time - Not less than 35 hours per week.

Homeowner – A homeowner who is at risk of foreclosure.

HUD Certified Housing Counselor - A housing Counselor who (a) works for a HUD-certified Counseling Agency and (b) is on record as having passed the HUD Housing Counseling Exam.

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

Intake – Initial service that includes but is not limited to: Complete Client information including name, address, demographic information, lender and loan information and reason for delinquency or default. Counselor, or other designated employee, will obtain a signed Authorization Form, including privacy policy, from Client allowing Counselor to interact with 3rd parties in order to better assist Clients. Intakes do not need to be performed by a HUD certified housing counselor.

May – Denotes that which is permissible, not mandatory.

Mediation – A court sponsored session wherein the homeowner and lender representative meet with a neutral person who assists them in the negotiation of a mutually agreed upon sustainable solution.

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.

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

Qualified List – The list of approved FMAP Counselors.

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

Should – Denotes that which is recommended, not mandatory.

State of Emergency: A declaration by the Governor when he/she believes a disaster has occurred or may be imminent that is severe enough to require State aid to supplement local resources in preventing or alleviating damages, loss, hardship or suffering. This declaration authorizes the Governor to speed State agency assistance to communities in need. It enables him/her to make resources immediately available to rescue, evacuate, shelter, provide essential commodities (i.e., heating fuel, food etc.) and quell disturbances in affected localities. It may also position the State to seek federal assistance when the scope of the event exceeds the State's resources.

Subcontractor – An entity having an arrangement with an NJHMFA Contractor, where the NJHMFA 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 NJHMFA, only with the Contractor.

Task – A discrete unit of work to be performed.

Tenant – A client who rents, has been impacted by a natural disaster and qualifies for FMAP when a State of Emergency is declared.

Vendor – A supplier of any good or service.

Workout – A recommended solution between the lender and the homeowner which is reasonably calculated to resolve the foreclosure action and/or delinquency in the best interests of the homeowner.

3.0 SCOPE OF SERVICES

Experienced Counselors participating in the FMAP shall:

- a. If the client qualifies for Mediation, Counselor is expected to make contact with the assigned client within two (2) business days acknowledging the assignment;
- b. Assist in completing and submitting the required Mediation documentation provided online through the Office of Foreclosure and complete and submit a workout consistent with the Court's Mediation guidelines;
- c. Complete at least one appointment with the client via phone, internet, online communication or face to face interaction;
- d. Collect, record and keep in a file documentation for Intake;
- e. Gather all relevant mortgage, income and debt information;
- f. Develop workable household budget and written action plan;
- g. Perform necessary tasks to assist the Client to comply with all FMAP requirements and time frames.
- h. Assist Clients with a transition plan in cases where maintaining ownership is unsuccessful;
- i. Preparing and submitting monthly activity reports in a format designated by NJHMFA;
- j. Maintaining records in separate files for each Client counseled. Such records shall be made available to NJHMFA for inspection upon request. Records for this program must be retained for a minimum period of three years following the completion of the file.
- k. In the case of declared State of Emergency, provide renters with rental counseling and connection to community resources and disaster recovery programs that may be initiated during a declared State of Emergency.

Please note: NJHMFA may perform periodic audits of the successful Applicant's records with regard to any and all activities related to the FMAP, including but not limited to, accurate Client documentation and proof of outcomes.

4.0 SPECIFIC SUBMISSION REQUIREMENTS

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

- a. Written certification from the Applicant that information and reports shall be provided as and when required by the NJHMFA;
- b. A detailed description of the default mitigation and/or foreclosure counseling services currently offered by the Applicant;
- c. A copy of Applicant's HUD certification or other proof of good standing with HUD;
- d. A brief history of the Applicant, including the level of counseling activity during the past three years
- e. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Applicant's organization including counseling supervision experience or counseling experience within the past three (3) years;
- f. Description of geographical areas by city and county served by the Applicant;
- g. List of Regions Applicant seeks to service under the FMAP;
- h. A plan for how the Applicant will structure its resources, including staff and office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive FMAP representation;
- i. Narrative of Applicant's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for the Client;
- j. Physical location of office(s);
- k. References: A list of lenders with whom you have worked and/or clients to whom you have provided default mitigation and foreclosure counseling services and who have granted authorization to share contact information. Include the contact names and telephone numbers (minimum of 3 references, maximum of 6);
- l. Resumes of Experienced Counselors (both current Counselors and potential new hires, to the extent available) who will be providing counseling under the FMAP including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Applicant's client.

5.0 CONTRACT TERM

The FMAP contract term is for five (5) years. Although NJHMFA anticipates the funding for FMAP to continue beyond December 31, 2029, payment for counseling service fees is subjected to funding availability. Notwithstanding the five-year Contract term, the successful Applicant shall be required to complete counseling for all clients accepted prior to the expiration date of the Contract with the NJHMFA. The successful Applicant will be eligible for payment for those clients provided 1) the successful Applicants started working with the client prior to the expiration date of the Contract with the NJHMFA; and 2) the successful Applicant completed the requirements as defined under fee schedule.

If, in the opinion of the NJHMFA, it is in the best interests of the NJHMFA to extend any Contract entered into as a result of this Application, the successful Applicant will be so notified of the NJHMFA's intent at least thirty (30) days prior to the expiration date of the existing Contract. The successful Applicant shall have fifteen (15) calendar days to respond to the NJHMFA's request to extend the Contract. If the successful Applicant agrees to the extension, all terms and conditions of the original Contract, including price or compensation will be applicable for the additional Contract extension.

6.0 INSURANCE REQUIREMENTS

The successful Applicant must assume all risks connected with his/her work and shall comply with all

State Laws and Regulations concerning Workers' Compensation. Insurance shall be maintained to 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.

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. A Waiver of Subrogation, in favor of the Agency, shall be included on all policies unless inclusion is not allowed by state law.

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, 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.

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.

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.

The New Jersey Housing and Mortgage Finance Agency (the “Agency” or “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.

7.0 NEW JERSEY BUSINESS REGISTRATION

In accordance with P.L.2004, c. 57 & P.L. 2009, c. 315 (N.J.S.A. 52:32-44 et seq.) an Applicant 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 Applicant 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 Applicant first provides this proof of valid business registration. Any Applicant, 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 Application. Non-profit Applicants are exempt.

8.0 APPLICATION PREPARATION AND SUBMISSION REQUIREMENTS

8.1 Important Notes to upload, submit and finalize the FMAP Application:

- 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>

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
EXHIBIT A

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or Applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 as the same may be amended from time to time. The Contractor will ensure employment opportunity is afforded to such Applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 as the same may be amended from time to time. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and Applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 as the same may be amended from time to time.

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency Contracting officer advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and Applicants for employment.

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

The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 as the same may be amended from time to time, and that it will immediately discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 as the same may be amended from time to time and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful vendor shall submit to the public agency, after notification of award but prior to execution of this Contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/Contract_compliance to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM
COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT B

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

State of Formation: _____

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

A. Applicant (use official names without abbreviations):

Name

Street

City

County

State

Zip Code

Telephone #

Employer's I.D. No.

Organizational ID No. (from State of Formation)

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

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM
COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT B (Cont.)**

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

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

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

NAME	COMPANY	PARTNERSHIP	ASSOCIATION HELD	PERCENTAGE INTEREST

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM
COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT B (Cont.)**

- E. Has the Applicant or any person listed in Items C and D above, entered into any agreement, participated in a collusion, or otherwise taken any action in restraint of free and competitive bidding or negotiation in connection with the services to be provided?
- _____yes _____no If yes, furnish details on separate attachment
- F. Have any of the above parties, within the last five years, been a party defendant in litigation or administrative proceedings involving laws governing hours of labor, minimum wage standards, discrimination in wages, child labor, worker's compensation, payroll or withholding taxes, employment discrimination or occupational safety and health?
- _____yes _____no If yes, furnish details on separate attachment
- G. Is Applicant or management of Applicant or any of the persons listed in Items C or D now a plaintiff or defendant in any civil or criminal litigation?
- _____yes _____no If yes, furnish details on separate attachment
- H. Have any of the persons listed in Items C or D been subject to any disciplinary action, past or pending, by any administrative, governmental or regulatory body?
- _____yes _____no If yes, furnish details on separate attachment
- I. Have any of the persons listed in Items C or D been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative, governmental, or regulatory agency?
- _____yes _____no If yes, furnish details on a separate attachment
- J. Have any of the persons listed in Items C or D been denied any license by any administrative, governmental, or regulatory agency on the grounds of moral turpitude?
- _____yes _____no If yes, furnish details on a separate attachment
- K. Has the Applicant or management of Applicant or any of the persons listed in Items C or D been informed of any current or on-going investigation of the Applicant or management of the Applicant for possible violation of State or Federal laws, or has the Applicant or management of the Applicant been indicted or subpoenaed by any grand jury or investigative body or had any records subpoenaed by any grand jury investigative body?
- _____yes _____no If yes, furnish details on a separate attachment

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM
COMPANY CERTIFICATION AND QUESTIONNAIRE
EXHIBIT B (Cont.)**

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

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

COMPANY CERTIFICATION AND QUESTIONNAIRE

EXHIBIT B (Cont.)

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

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

COMPANY NAME: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

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

Notary Public

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM
SOURCE DISCLOSURE CERTIFICATION FORM
EXHIBIT C

CONTRACTOR:

I hereby certify and say:

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

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

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reason why the services cannot be so performed. Attach additional page(s) if necessary.

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

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

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

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

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

By: _____

Print Name: _____

Contractor: _____

Date: _____

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM
SOURCE DISCLOSURE CERTIFICATION FORM
EXHIBIT C

SAMPLE – VENDOR MUST COMPLETE EXHIBIT C AS SHOWN BELOW

CONTRACTOR:

I hereby certify and say:

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

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

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

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

ABC Company ABC Services 1 ABC Road, Trenton, NJ 08611

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

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

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

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

By: _____

Print Name: _____

Contractor: _____

Date: _____

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

**VENDOR CODE OF ETHICS
EXHIBIT D**

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

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

This Code of Ethics will be made part of each Request for Proposal (RFP) issued by the NJHMFA and will be attached to every Contract and agreement to which NJHMFA and, to the extent feasible, to all those parties anticipating doing business with the NJHMFA.

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

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

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

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

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

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

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

The "Agency or "NJHMFA" is defined as the New Jersey Housing and Mortgage Finance Agency.

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

Vendor is defined as any general Contractor, Subcontractor, consultant, person, firm, corporation or organization engaged in or seeking to do business with the NJHMFA.

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

Name of Firm (print or type)

Date

Officer's Name (print or type)

Title

Signature

NJHMFA SUMMARYADDENDUM TO CONTRACT EXHIBIT E

WHEREAS, the New Jersey Housing and Mortgage Finance Agency (the "Agency" or "NJHMFA") 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 _____, 202_ (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 NJHFMA 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 NJHFMA 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; E.O. 333 (2023)
 - 2.12 **Political Contribution Disclosure:** N.J.S.A. 19:44A-20.27.
 - 2.13 **Services to be Performed in the U. S.:** 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, Russia or Belarus:** N.J.S.A. 52:32-58; P.L. 2022, c.3.
 - 2.16 **Debarment/Suspension:** *Contractors/Subs not debarred or suspended.* E.O.34 (1976); E.O. 189 (1988).
 - 2.17 **No Modification Unless in Writing.**
 - 2.18 **Compliance – Laws/Regulations/Policies:** *Contractor must comply with all Agency policies, local, State and Federal laws, rules and regulations.*
 - 2.19 **NJ State Law:** *N.J. Law governs; All litigation to occur in NJ.*
 - 2.20 **Arbitration:** *The Agency shall not be required to arbitrate any disputes.*
 - 2.21 **Contract Construction:** *Award Letter governs. In the event of a conflict between this Summary Addendum and the Standard Contract Addendum, the Standard Contract Addendum shall govern. In the event of a conflict between the NJHMFA Standard Contract Addendum and the underlying Contract, or with other documents prepared by Contractor, the NJHMFA Standard 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 Reserved

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.*; Statute of Limitations applies unaltered. *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 Standard 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 Standard 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: _____

(Rev. 7/2023)

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

**FEE SCHEDULE & AFFIRMATION
EXHIBIT F**

The FMAP allows for four (4) levels of counseling (see below requirements). Level A must have occurred in order to perform Level B counseling. Level A and B must occur to perform Level B1 counseling; however, Level B and/or B1 do not have to occur in order to perform and bill for Level C. Total billing cannot exceed \$1,000. NJHMFA reserves the right to request additional documentation to justify payments, if deemed necessary.

Level A = (Compensation: \$200 per completed service and documentation)

Applicant Intake: Collect intake information that includes name, address, demographic information, lender/loan information and reason for delinquency. Collect up-to-date third party authorizations that include appropriate disclosures and shared privacy policy. Intake documentation must be kept on file and submitted to NJHMFA for audit and/or payment purposes.

Budget and Action Plan: Develop a detailed budget and a written action plan agreed upon with the client outlining follow-up activities for the client to pursue. Budget and Action Plan must be kept on file and submitted to NJHMFA for audit and/or payment purposes.

Level B = (Compensation: \$550 per completed service and documentation)

Measurable Action: Counselor must have performed Level A (see above), budget verification, (i.e., pulled credit report, copies of expenses), Verification of Action Plan (i.e., communication with Lender, Application for local resources or assistance, hardship letter). Budget verification and steps taken toward Action Plan must be documented, kept on file and submitted to NJHMFA for audit and/or payment purposes.

Level B1 = (Compensation: \$100 per completed service and documentation)

Mediation Assistance: Counselor must have performed Levels A and B (see above). Client must be in foreclosure, has been served with a Summons and Complaint and qualifies for the NJ Judiciary Foreclosure Mediation Program. Counselor must help homeowner prepare for Mediation, including mediation form preparation. Communication between Counselor and lender, copy of mediation request and documented outcomes, including but not limited to a successful mediation or unsuccessful result after Mediation. Action Plan implementation must be kept on file and submitted to NJHMFA for audit and/or payment purposes.

Level C = (Compensation: \$150 per completed service and documentation)

Transition Assistance: Counselor must have performed Level A at a minimum. Identify and strategize alternative courses of action including transition into rental, short sale or cash for keys. Communication with regard to transition and/or notes describing actions taken must be kept on file and submitted to NJHMFA for audit and/or payment purposes.

*In the case of a declaration of a state of emergency, levels A, B and B1 services will be Applicable to renters seeking housing counseling and/or Application assistance for disaster relief. Levels A and B will apply as described above. Level B1 would be applied to disaster Application assistance.

ACCEPT

DECLINE

FEE SCHEDULE & AFFIRMATION
EXHIBIT F (Cont.)

Although, an Applicant may request one or more regions, the counties that comprise a region may not be altered or amended in any way. Applicants 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 requesting:

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	
5.	Burlington, Camden and Gloucester	
6.	Atlantic, Cape May, Cumberland and Salem	

Signature of the Applicant attests that the Applicant has read, understands, and agrees to all terms, conditions, and specifications set forth in the Application including all addenda. Furthermore, signature by the Applicant signifies that the Application 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 Application. 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 Application during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further NJHMFA bidding.

 Name of Firm (print or type)

 Address

 Phone Number

 Fax Number

 Name (print or type)

 Title

 Signature

 E-mail

 Date

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**APPLICATION FOR
COUNSELING SERVICES FOR**

NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

**RECORD CERTIFICATION FORM
EXHIBIT G**

COMPANY:

I hereby certify and say:

Information and reports shall be provided as and when required by the New Jersey Housing and Mortgage Finance Agency.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
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(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

SAMPLE
PROVIDED FOR INFORMATIONAL PURPOSES
ONLY