

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT FOR
HOMEOWNER ASSISTANCE FUND WEB-BASED APPLICATION PORTAL**

This Agreement is made as of the 1st day of August 2021 by and between HOTB Software Solutions LLC whose address is 540 Wald, Irvine, CA 92618 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

WHEREAS, the Agency issued a Request for Proposal (RFP) on May 14, 2021, for the Homeowner Assistance Fund Web-based Application Portal attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, eleven (11) proposals were received in response to the RFP; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the eleven (11) proposals based on pre-determined evaluation criteria stated in the RFP; and

WHEREAS, among the eleven (11) proposals received, was a proposal submitted by HOTB Software Solutions LLC dated June 3, 2021. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

WHEREAS, the evaluation committee, based upon its review of the eleven (11) proposals and clarifications, if any, selected HOTB Software Solutions LLC based on pre-determined evaluation criteria stated in the RFP; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) HOTB Software Solutions LLC has submitted a completed AA302, an Employee Information Report Form and;

WHEREAS, the Agency desires to enter into this Agreement with HOTB Software Solutions LLC to provide the Homeowner Assistance Fund Web-based Application Portal;

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

1. HOTB Software Solutions LLC perform the services described and set forth in the RFP (Exhibit A) and clarifications, if any, in accordance with the representations and pricing HOTB Software Solutions LLC made in its Proposal (Exhibit B). All services performed by HOTB Software Solutions LLC shall be deemed "works for hire" and HOTB Software Solutions LLC shall claim no ownership right, title or interest in any work accomplished for the Agency. All work to be performed pursuant to this Agreement is subject to all terms set forth in the RFP, and to the extent there are any conflict of terms between the RFP and the Proposal, the terms of the RFP shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFP (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to

lowest ranking): 1) the RFP (Exhibit A); 2) the Proposal, (Exhibit B). HOTB Software Solutions LLC must perform all duties and obligations imposed by the RFP (Exhibit A). Furthermore, HOTB Software Solutions LLC must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFP (Exhibit A).

3. In return for the services provided by HOTB Software Solutions LLC, the Agency shall compensate HOTB Software Solutions LLC in accordance with the rates presented in HOTB Software Solutions LLC's Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. HOTB Software Solutions LLC and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFP.
4. In addition to the requirements explicitly set forth in the RFP, HOTB Software Solutions LLC shall be required to submit SOC/Audit Reports annually.
5. In addition to the requirements explicitly set forth in the RFP, HOTB Software Solutions LLC shall fully execute the following documents, Federal Grant Program Rider (Exhibit C) and Notice of Executive Order 166 (Exhibit D), which are required by the State and/or Federal Government in order for HOTB Software Solutions LLC to perform this contract, the terms of which are incorporated herein.
6. This contract for the Homeowner Assistance Fund Web-based Application Portal will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
7. The parties agree that the Proposal (Exhibit B), the RFP (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFP and clarifications shall apply, and then the terms of the Proposal shall apply.
8. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
9. 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.
10. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
11. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
12. 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, HOTB Software Solutions LLC and the Agency have executed this Agreement to be effective the day and year first written above.

**New Jersey Housing and
Mortgage Finance Agency**

By: Melanie R. Walter
Name: Melanie R. Walter
Title: Executive Director
Date: July 30, 2021

Digitally signed by Melanie R. Walter
DN: cn=Melanie R. Walter, o=New Jersey
Housing and Mortgage Finance Agency, ou,
email=mwalter@njhmta.gov, c=US
Date: 2021.07.30 16:22:09 -04'00'

HOTB Software Solutions LLC

By: _____
Name: Jason S Connolly
Title: President
Date: 07/30/2021

EXHIBIT LIST

- Exhibit A- Agency's Request for Proposal dated May 14, 2021
- Exhibit B- HOTB Software Solution LLC's Proposal dated June 3, 2021
- Exhibit C- Federal Grant Program Rider
- Exhibit D- Notice of Executive Order 166

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT C

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").

- 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.
- 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.
- 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).

- 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.
- 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.
- 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.
- 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

- 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.
- 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.
- 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

- 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.
- 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.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

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

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

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier

to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Accepted: _____

Date: 07/30/2021

Print Name and Title: Jason S Connolly, President

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**NOTICE OF EXECUTIVE ORDER 166
EXHIBIT D**

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: Jason S Connolly Digitally signed by Jason S Connolly
Date: 2021.07.30 10:21:49 -07'00' Date: 07/30/2021

Print Name and Title: Jason S Connolly, President

Request for Proposals

For

HOMEOWNER ASSISTANCE FUND WEB-BASED APPLICATION PORTAL

Issue Date: May 14, 2021

DUE DATE: JUNE 3, 2021

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 PROPOSALS
FOR
HOMEOWNER ASSISTANCE FUND
WEB-BASED APPLICATION PORTAL**

TABLE OF CONTENTS

1.0	INFORMATION FOR BIDDERS
2.0	DEFINITIONS
3.0	SCOPE OF SERVICES
4.0	INSURANCE
5.0	SPECIFIC SUBMISSION REQUIREMENTS
6.0	ADDITIONAL INFORMATION FOR BIDDERS
7.0	PROJECT TERM AND TERMINATION
8.0	CONFLICTS OF INTEREST
9.0	BID SECURITY AND BONDING REQUIREMENTS
10.0	PRICE AND PAYMENT
11.0	APPLICABLE LAW
12.0	MISCELLANEOUS

Appendix 1 – HMFA Standard Contract

Appendix 2 – Information & Instructions for completing
the “Two-Year Vendor Certification and Disclosure of
Political Contributions” Form

Exhibits A through F

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REQUEST FOR PROPOSALS FOR HOMEOWNER ASSISTANCE FUND WEB-BASED APPLICATION PORTAL

1.0 **INFORMATION FOR BIDDERS**

1.1 **Background**

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

On March 11, 2021, President Biden signed the American Rescue Plan into law, which contains the Homeowner Assistance Fund (HAF) to fund assistance for homeowners facing delinquency, foreclosure, or utility shut-off. The Agency has been allocated \$325 million to administer HAF programs on behalf of the State of New Jersey.

1.2 **Purpose and Intent**

The Agency is seeking proposals from qualified software vendors with Hardest Hit Fund, Emergency Rental Assistance, disaster recovery and or other related experience to provide a web-based application portal for statewide intake services for the state’s Homeowner Assistance Fund (HAF) and other related foreclosure prevention / neighborhood stabilization programs. The Agency anticipates using the portal application to facilitate the document/information gathering, underwriting and reporting processes essential to all HAF and other related programs.

The web-based portal will provide accessibility to the Agency and other third parties as needed, provide data and reports, including but not limited to, those required by the U.S. Treasury under the HAF Guidelines and other federal programs. The portal will also include document preparation/tracking and billing/invoicing capabilities. Proposals should also address other capabilities and pertinent uses of a web-based solution for these programs including a call center for the public’s phone inquiries and other related services.

2.0 **DEFINITIONS**

2.1 **General Definitions**

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

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

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

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

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

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

Task – A discrete unit of work to be performed.

Vendor – A supplier of any good or service.

2.2 RFP Specific Definitions

Homeowner Assistance Fund (HAF) - Funding award to assist homeowners facing delinquency, foreclosure, or utility shut-off.

Emergency Rental Assistance (ERA) – Funding award to assist renters and landlords with rent payment assistance.

3.0 SCOPE OF SERVICES

The purpose of this RFP is to obtain proposals from qualified software vendors to provide services for the HAF Program(s) as specified in this RFP. The software vendor will provide an appropriate web-based

software framework offered as a service to the Agency. Functionality of the framework includes an appropriate homeowner application process; functionality for counselors to assist, route, and monitor homeowner applications; underwriting functionality; and report module. The software will have document imaging capability; data and image export capability via FTP (File Transport Protocol) to the Mitas Integrated Financial System or other systems (as required); generate reports as required by the Agency and U.S. Treasury; create payment transactions as required; and to offer technical support to the homeowner, housing counselor, underwriters, and Agency.

The primary duty of the Software Vendor is to provide and maintain a web-based software system that is capable of direct intake from the homeowner, counselor, underwriter and the Agency. It is estimated that approximately 35,000 applicants could apply for HAF assistance through several programs that will be available. The Agency makes no assurance that these projections will be realized.

The successful vendor shall provide a web-based portal for consumer intake for this program which must be ready for a launch within 30 days.

In addition, the successful vendor must be able to provide maintenance of all computer systems and application software necessary to review and analyze the electronic records or copies of such records and store existing data and history for a term of at least six (6) years from the End of Term or such later date as may be determined by the Agency.

3.1 Program Services and Requirements

The primary services to be provided by the Contractor are outlined below and each should be addressed and described in detail in your proposal as required in Section 5.0 “Specific Submission Requirements.” The detail identified within each category should not be considered an all-inclusive list of required services, but rather guidelines to define HMFA’s expectations. The detailed services requirements will be identified in collaboration between HMFA, Treasury and the Contractor before and/or during program development and implementation.

- A. **Processing Services:** Activities include but are not limited to, collecting, entering, analyzing, organizing and validating borrower and third-party data, documents and forms sufficient to determine program specific eligibility. This activity will also include documenting, analyzing and determining the borrower and/or property’s program eligibility.
- B. **Audit & Compliance Services:** The Contractor understands that administration of activities in support of the proposed programs will include comprehensive risk management and quality control reviews and compliance audits. The vendor will be required to support and comply with all quality control and audit requests up to and including on-site visits that require them to provide full access to files, records and data to one or more of the following parties: HMFA Independent Auditor, HMFA onsite reviews, U.S. Treasury or Regulatory Agency auditors.
- C. **Program Data Security and Reporting:** Transfer/Transmit Data- The Contractor will be required to provide electronic data files to HMFA and other third-party entities in support program services. Depending on the proposed program, business partners requiring data interfaces may include: HMFA, Servicers, Counselors, Centralized Reporting Agents. Applicant and borrower data will be secured and maintained in accordance with all applicable federal and state requirements. Data containing financial and privacy safeguarded information shall not be released to any parties in violation of any state or federal rules.
- D. **Reporting:** The Contractor will be required to provide both ad hoc and standard reports to multiple business partners. Depending on the proposal, business partners requiring reporting capabilities may include: HMFA, U.S. Treasury, Regulatory Agencies, Third Party Auditors.

- E. **Custodial/Hosting Services:** The Contractor will be required to store, track, manage and dispose of forms, files and data related to borrowers and other documents within its control. The vendor is expected to follow Federal regulations, program guidelines and industry best practices for the retention and scheduled destruction of program data and documentation. The vendor will define policies for program related information and data.

Data/information types include, but are not limited to: Hard copy forms, mortgage and borrower information, Soft copy forms and document images, Borrower data and information residing in a system.

The Contractor will be responsible for the retention and management of all data related to the proposed programs as defined by the agreed upon guidelines. Data collected during the term of contract remains the property of HMFA and U.S. Treasury and may not be used or disseminated without prior written permission of one or both parties.

In addition to any obligation to retain financial and accounting records under applicable laws, the Contractor covenants to retain all data, books, reports, documents, audit logs, and records, including electronic records, or copies thereof, related to its obligations under the contract and the performance of services, as applicable. In addition, the Contractor agrees to maintain a copy of all computer systems and application software necessary to review and analyze these electronic records or copies of such records. Collectively the foregoing shall be referred to as the “records”. Unless otherwise directed by Treasury, the Contractor shall retain these records for at least three (3) years from the end of contract or for such longer period as may be required pursuant to applicable law. Archived copies of all records shall be made available to the Agency.

- F. **Third Party Coordination:** The Contractor will be expected to interface with third parties as needed to administer proposed program. Third parties coordination activities may include:

- **HMFA**
Coordination of audits / quality control / fraud detection
Monthly review
Reporting and performance monitoring
Project management and funding
- **Housing Counselors**
Preparation of portal application
Training of Agency staff and counselors on use of portal
- **Regulatory Agencies**
Reporting to HMFA per U.S. Treasury / HMFA guidelines
Cooperate with U.S. Treasury inquiries and audits
The proposing organization agrees to provide single point of contact
- **Auditors**
HMFA
U. S. Treasury and other Federal regulating agencies
Independent or third parties

- G. **Terms of Business to Business and Consumer Availability:** Once in operation, the Contractor is expected to be available for contact by other business partners (e.g., HMFA and external counselors, servicers, etc.) and Consumers as listed below.

- No less than 5 days per week – Monday through Friday
- No less than 8 AM to 5 PM Eastern time

- Holiday schedule as agreed upon by HMFA

H. **Personal Information and Data Security:** The governing requirements for personal information and data security are derived from four sources:

- National Industry Standards for Homeownership Counseling
- HUD's standards for approval of housing counseling
- Applicable state laws that involve protecting personally identifiable information and preventing identity theft
- Applicable federal laws, including the Gramm-Leach-Bliley Act and accompanying regulations issued by the Federal Trade Commission, NJ and Federal Privacy Acts

I. **RFP Disclaimers:** The requirements and guidelines are actively being developed by U.S. Treasury and HMFA and are not yet fully realized. Therefore, this RFP does not provide extensive, complete and/or exhaustive requirements of the proposing organization.

J. **Submission of Proposal and Contract:** Any vendor submitting a Proposal thereby automatically agrees to each and all the terms, conditions, provisions and requirements set forth and contemplated in this RFP.

The contents of the Proposal of the selected vendor will become contractual obligations to be contained in the Contract between the selected vendor and HMFA. Failure of the selected vendor to accept these obligations in the Contract may result in disqualification of the vendor. A sample of the HMFA contract format is included in the RFP as Appendix 1.

K. **Program Funding:** Funding for the programs may be adjusted from the original proposal based on discussions with the responding vendors.

HMFA, in its sole discretion, may limit the amount of the allocated funds allocated to individual programs.

Program funds will be distributed on no more than a monthly basis to the recipients based on actual and projected program activity. Although the Agency anticipates funding for HAF, please be advised that the payment of fees and contract extensions may be subject to funding availability. Additional funding provisions may apply as required by the U.S. Treasury.

L. **Licenses:** Any necessary software licenses required for the vendor's proposed solution shall comply with all federal and state regulations and any costs shall be identified and included in this proposal.

3.2 **Technical Requirements**

Cloud Services - application and data maintained outside of NJHMFA managed infrastructure:

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

- Facilities Physical Security and Environmental Protection

- System Security
- System Data Security
- Network Security
- Administrative and Personnel Security
- Regulations and security requirements – how the vendor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the vendor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of vendor's employees, and method used for granting and denying access to the vendor's network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.
- Role-based security access – the products and methods provide role-based security, access enforcement and least privilege.
- Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the vendor's audit control methods and requirements. The controls must address but are not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the contract or required State and Federal laws and regulations.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.
- Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
- Data encrypted - Indicate encryption used for data at rest and for data in transit.

2. Data Confidentiality and Security

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

3. Hosting and Backup Services

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

4. Business Continuity:

Describe what measures are in place for Business Continuity.

5. Testing: Do you provide a TEST environment?

- a. If so, identify the process for data refresh in TEST environment.
- b. How frequent can the data be refreshed?
- c. Is there a fee for this service?

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

7. Application Maintenance:

1. Identify requirements for accessing solution.
2. How frequent is application updated?
3. Will updates be installed in a TEST environment for assessment prior to go-live?
4. What notification will be in place for updates and system maintenance?
5. When application changes are implemented in Production environment, will this be done during non-business hours?
6. Identify how support is provided and timeframe duration when support is available and response time for response.

8. Data Query and Reporting - Describe the reporting tools available with solution and identify any outside tools required.

- Pre-built operational reporting
- Ad hoc operational reporting
- Parameterized analytical reporting

- Ad hoc analytical reporting
- Data mining, What-If analysis, and/or Statistical modeling

Application Security:

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

4.0 INSURANCE

4.1 Contractor's Insurance

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

The Contractor shall provide the Agency with current certificates of insurance for all coverages and renewals thereof. Certificates of renewals shall be provided to the Agency within thirty (30) days of expiration of the insurance. The Agency shall be named an ADDITIONAL INSURED on all CERTIFICATES OF INSURANCE, with the exception of Professional Liability, and the Contractor shall provide to the Agency policy endorsements evidencing same. Insurance coverage shall remain in effect

until the Contract is completed or the Project is accepted by the Agency, and at all times thereafter when the Contractor may be removing or replacing defective work.

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

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

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

4.2 Insurance Requirements

The following insurance requirements, if indicated by an (X), shall be applicable to this Contract and shall provide for, but are not limited to the following coverages. Certificates of Insurance and applicable Policy Endorsements for those policies required below shall be submitted by the successful Bidder upon receipt of notification of HMFA's Intent to Award. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall have a minimum Financial Strength Rating of A- and with a minimum Financial Size Category of VIII per A. M. Best Company and shall name the Agency as an Additional Insured, with the exception of Workers Compensation Insurance and Professional Liability coverages.

X

Worker's Compensation Insurance

Workers' Compensation and Employers' Liability. This insurance shall be maintained in force during the life of this Contract covering all employees engaged in performance of this Contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Coverage A limit is Statutory and Coverage B limits are \$500,000 per occurrence; \$500,000 per employee disease limit and \$500,000 policy limit for disease. If the Contractor or Subcontractor is a Sole Proprietor, Partnership or Limited Liability Company, the sole proprietor, partners or members shall be included in the coverage.

X

General Liability Insurance

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

Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured.

X

Professional Liability Insurance

Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from any liability arising out of the professional obligations performed, shall be maintained in full force during the life of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and with a deductible not exceeding \$50,000. In instances where the Contractor has a deductible in excess of \$50,000, the Agency may consider acceptance of same subject to the review by the Agency of the most recent Certified Financial Statements of the Contractor to determine the

financial wherewithal of the Contractor to fund a deductible in excess of \$50,000. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of this Contract.

X

Cyber Liability Insurance Cover

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

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

5.0 SPECIFIC SUBMISSION REQUIREMENTS

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

- A. Provide a detailed summary of the vendor’s history, background and experience.
- B. Overall Business Plan and Detailed Program Description
 1. Provide a detailed timeline plan for implementation and training in order to start the program within the guidelines and timeframe described.
 2. Provide a description of the proposed intake, processing, and program eligibility decisioning processes.
 3. Provide process flow charts.
 4. Provide a description of the services offered as part of the program. Include details on hosting services.
 5. Provide a description of how the program’s success will be measured.
 6. Provide a description of the obstacles, risks and issues.
 7. Provide a description of successful implementations of similar programs.
- C. Provide a detailed description of the budget required to develop, administer and maintain the proposed programs, including the required staff.
- D. Provide a detailed description of the organization’s risk and fraud prevention strategies/plans including monitoring and auditing plans, risk management and detection/prevention/mitigation plans.
- E. A detailed timeline for implementation, training and launch of the portal.

- F. Provide a detailed description of the staff required to implement and support the proposed program including:
1. A current and proposed organizational chart.
 2. A description of key staff and their related experience.
 3. A description of external resources, third parties, and/or business partners required for implementation and management of the proposed programs. Included should be a brief description of the roles, responsibilities, and expertise of the third parties/external resources.
 4. A description of external agreements or business relationships that have an impact on the proposed programs.
- G. The proposal should include start-up costs, per unit transaction fees, annual fees, data storage/access cost and any and all fees involved in the implementation of the web-based portal.
- H. The bidder must include a statement acknowledging the vendor understands the requirements of the RFP, including the RFP attachments and appendices, and accepts the RFP terms and conditions.
- I. Additionally, a vendor should be prepared to demonstrate they can meet the requirements presented in this RFP including:
1. They are a financially viable organization in good standing.
 2. They meet applicable compliance requirements, including but not limited to, regulations and laws as set forth by HMFA, State of N.J., and the U.S. Treasury.
 3. The web-based software is fully capable of providing the necessary services to implement and support the key elements of the HAF Programs, and such other like programs that may follow pending funding availability.
 4. That the proposed software complies all with the following housing based regulations: Truth in Lending, Homeownership and Equity Protection, Federal Trade Commission, Equal Credit Opportunity, Fair Housing, Fair Debt Collection Practices, Real Estate Settlement Procedures Act, and Gramm Leach Bliley Act.
 5. They meet the following Processing Service requirements including, but not limited to:
 - They have a consumer-based processing operation and the ability to handle proposed program volume.
 - They have an experienced staff and management team with the capability of rapidly scaling staff to meet various levels of activity under the program.
 - They have the capability to work with all stakeholders critical to the proposed programs (for example; auditors, servicers, counselors, etc.).
 - They will meet all audit and compliance requirements.
 - They will meet all program data and reporting requirements.
 - The vendor can securely track, manage, and report data as required by U.S. Treasury and HMFA
 - The vendor demonstrates that the proposed programs and solutions proposed will meet all requirements defined in the RFP.

5.2 **Bid Evaluation Criteria**

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

Experience	45
Cost	30
Management	20
Responsiveness	5

6.0 **ADDITIONAL INFORMATION FOR BIDDERS**

6.1 **Bid Opening**

All bids must be submitted electronically through the Agency's Procurement Portal at <https://njhmfa.bonfirehub.com> by **11:00 AM EST on June 3, 2021** to be considered. For sufficient time, it is strongly recommended that the uploading process and finalizing of the bid submission documents begin at least **ONE (1) day** before the bid opening time. **No bids** will be received after the bid opening date and time. **Only those bids submitted electronically will be accepted.**

The Agency reserves the right to reject any and all bids for any reason including but not limited to the Agency's determination of cost vs. benefit.

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

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

6.2 **Questions and Inquiries**

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

6.3 **Question Protocol**

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

6.4 **Cut-Off Date For Questions and Inquiries**

All questions and inquiries relating to this RFP must be received by **2:00 PM EST on May 24, 2021**. Questions received after this time will not be acknowledged or considered.

6.5 **Revisions to the RFP**

Only written modifications issued via Addendum are considered to be alterations to the RFP. Oral comments are not binding. An Addendum will be issued by the Agency for any revisions, modifications, clarifications or alterations to the RFP and will become part of the final Contract resulting from this RFP.

If it becomes necessary to amend the RFP, an Addendum will be issued by the Agency and publicly advertised for a minimum of five (5) calendar days in advance of the bid opening date and time. The bid opening date and time will be extended, if necessary, in order to meet the five (5) day requirement.

6.6 Bidder's Responsibility

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

6.7 Cost Liability

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

6.8 RFP Preparation and Submission Requirements

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

Important Notes:

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

Need Help?

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

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

1. Specific Requirements as detailed in Section 5.0 of this RFP
2. Mandatory Affirmative Action Language, N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27-1 et seq. (Exhibit A)
3. References (Exhibit B)
4. Chapter 51/ Executive Order 117 Vendor Certification and Disclosure Forms (Exhibits C1, C2 & C3)
5. Signed Source Disclosure Form (Exhibit D)
6. Code of Ethics for Vendors (Exhibit E)
7. Signed Cost Sheet (Exhibit F)
8. Copy of your New Jersey Business Registration Certificate (**It is not required to submit this certificate with the proposal, however Bidder and any named Subcontractors must submit a copy of their certificate and those of any named Subcontractors prior to entering into a Contract with the Agency).**)
9. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Small Business Enterprise (SBE) certification, if applicable

6.9 Exceptions to the RFP

Bidders may find instances where they must take exception with non-material requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Agency, and a description of the advantages to be gained, or disadvantages to be incurred by the Agency as a result of these exceptions. **All exceptions must be included with the electronic submission.**

6.10 Rights to Submitted Material

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

6.11 Rejection of Bids

The failure of bidders to fulfill all bid requirements may result in rejection of bid. The Agency reserves the right to accept or reject any or all bids or to waive elements of non-compliance of any respondent's bid with regard to the requirements outlined in the RFP. The Agency will allow a 5-day cure period for all fatal flaws during the procurement review, prior to forwarding the responsive bid to the requesting division for evaluation.

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

1. Failure to submit the bid on or before the date and time specified in the RFP document.
2. Failure to sign documents where indicated.
3. Failure to fully complete the Source Disclosure Certification Form (Executive Order 129).
4. Failure to submit an executed fee schedule or cost sheet.
5. Failure to provide information or other supplemental materials/requirements specified in the RFP.

6.12 Bid Errors

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

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

6.13 Indemnification

The Contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and hold harmless the Agency, its officers, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses which shall relate to, arise from, or result directly or indirectly from the services, work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

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

6.14 Negotiation and Best and Final Offer (BAFO)

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

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

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

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

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

6.15 Retainage

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

6.16 Bidder's Status

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

6.17 Contract Award

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

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

6.18 Notification of Award

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

6.19 Bidder Right to Protest Award

Except in cases of emergency, Bidders have the right to protest the Agency's proposed award or notice of intent to award of the Contract. Unless otherwise stated, a Bidder's protest must be submitted to the Executive Director of the Agency within three (3) business days after receipt of written notification that his bid has not been accepted or that notice of intent to award has been made to another Bidder. Written

objections with supporting facts and arguments must be addressed to the Executive Director. The Executive Director will review the protest(s) and make a determination of the validity of the claim within ten (10) business days of receipt of written objection. In case of emergency, as stated in the record, the Agency may waive the protest period.

6.20 Subcontracting or Assignment

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

In the event the Bidder proposes to subcontract for the services to be performed under the terms of the Contract award, he/she shall state so in their bid and attach for approval a list of said Subcontractors and an itemization of the products and/or services to be supplied by them. All Contractors and subcontractors must be appropriately identified and registered and at all times comply with N.J.S.A. 52:32-44 (L. 2001, c. 134).

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

6.21 Right to Inspect Facilities and Records

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

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

6.22 Confidentiality

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

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

6.23 Ownership of Material

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

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to: all reports, plans, charts, literature, brochures, recordings (audio and/or video), analyses, documentation and print-outs, notes and memoranda, written procedures and documents, regardless of state of completion, which are prepared for

or are a result of the services required under this Contract shall be and will remain the property of the Agency and shall be delivered to the Agency upon 30 days' notice by the Agency.

6.24 Proprietary Information/ Public Disclosure

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

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

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

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

The Contractor shall maintain all documentation related to products, transactions or under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the Agency and the New Jersey Office of the State Comptroller upon request.

7.0 PROJECT TERM AND TERMINATION

7.1 Contract Term

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

7.2 Project Suspension and Termination of the Contract Award

A. **SUSPENSION OF PROJECT:** If, for any reason, the Project for which the Contractor's services were contracted should be suspended, the Agency may suspend this Contract upon seven (7) business days' written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Agency, the Contractor shall immediately discontinue all work under the Contract. Upon such notification, the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The Agency may order that the work on the Project be stopped temporarily, and upon seven (7) business days' written notice from the Agency, the Contractor shall cease all work on the Project except as necessary to properly secure the Project. If the Agency directs that the work on the Project resume within six (6) months, the Contractor shall be obliged to complete the Project for the basic fee provided for in this Contract, plus additional compensation for any work necessitated by the stop order as approved by the Agency in writing.

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

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

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

(2) For Cause:

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

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

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

(d) The failure of a Contractor to respond to the Agency's Notice of Intent to Terminate the Contract Award within the ten (10) calendar day period automatically converts said notice into a final Agency decision without further action of the Agency.

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

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

(4) Upon termination of the Contract award under this or any other paragraph herein, the Contractor shall be entitled to receive, as full compensation for services rendered to the date of termination, that portion of the fee which represents the services actually and satisfactorily performed by it, as determined

by the Agency, shall bear to the total services contemplated under this Contract, less payments previously made.

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

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

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

8.0 CONFLICTS OF INTEREST

7.1 Standards Prohibiting Conflicts of Interest

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

- A. No Bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Agency member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such member or employee, or partnership, firm, or corporation with which they are employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Agency member or employee from any Bidder shall be reported in writing forthwith by the Bidder to the Attorney General and the State Ethics Commission.
- C. No Bidder may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or another agreement, express or implied, or sell any interest in such Bidder to any Agency member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the Agency member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- D. No Bidder shall influence, or attempt to influence or cause to be influenced, any Agency member or employee in their official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No Bidder shall cause or influence, or attempt to influence or cause to be influenced, any Agency member or employee to use, or attempt to use, their official position to secure unwarranted privileges or advantages for the Bidder or any other person.

- F. The provisions cited in paragraph A through E above shall not be construed to prohibit an Agency member or employee from receiving gifts from or contracting with Vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate under paragraph C above.

9.0 **BID SECURITY AND BONDING REQUIREMENTS**

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

☐ **Bid Guarantee**

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

☐ **Consent of Surety**

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

☐ **Performance Bond - Required Upon Execution of Notice of Award**

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

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

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

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

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

☐ **Maintenance Bond**

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

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

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

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

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

10.0 PRICE AND PAYMENT

10.1 Price Fluctuation During Contract

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

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

10.2. Payment for Goods and Services

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

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

11.0 APPLICABLE LAW

11.1 Applicable Law

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

11.2 Warranties

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

11.3 **Claims**

All claims asserted against the Agency by any Bidder or Contractor shall be subject to the requirements set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*, notwithstanding any limitations set forth in N.J.S.A. 59:13-2.

11.4 **Compliance**

- A. Equal Employment Opportunity:** If you are awarded this Contract, you will be required to comply with all applicable Federal and State laws, including the requirements of N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27, as indicated in Exhibit A (included with this RFP). A signed copy of Exhibit A, indicating your intent to comply with the requirements or a copy of either a Letter of Federal Approval or a Certificate of Employee Information must be submitted with your bid.
- B. New Jersey Business Registration:** In accordance with P.L.2004, c. 57 & P.L. 2009, c. 315 (N.J.S.A.52:32-44 *et et*) 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. Executive Order 34 (2006) and Executive Order 151 (2009):** In accordance with Executive Order 34 and Executive Order 151, the Agency encourages the participation of SBE, 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.
- 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 guarantee that neither he nor any Subcontractors he 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 guarantee that he and any Subcontractors he 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 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the Contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the Contract (N.J.S.A. 34:11-56.55).
- G. Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq. and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.
- H. Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans, and Individuals with Disabilities pursuant to 41 CFR 60-300 and 41 CFR 60-741 (for Contracts covered thereunder):** The Agency and the Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified protected veterans. Additionally, the Agency and the Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.
- I. Americans with Disabilities Act of 1990:** The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 121 01 et seq.
- J. Buy American:** Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this Contract, only manufactured items and farm products of the United States, whenever available, be used in such work.

- K. Public Law 2005, Two-Year Chapter 51/ Executive Order 117 (2008) Vendor Certification and Disclosure of Political Contributions:** On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State Contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into Contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008, then-Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increases the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51. On January 20, 2010, Governor Chris Christie issued Executive Order 7, which modified the definition of the term “Business Entity” to include any Labor Union or Labor Organization. The reference in this Executive Order to “Labor Unions” and “Labor Organizations” shall include any political committee formed by any such labor union or labor organization, one of the purposes of which political committee is to make political contributions.

Accordingly, the Bidder should submit with its bid proposal the attached Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form (see Appendix 2 for the Information and Instructions).

- L. New Jersey Diane B. Allen Equal Pay Act (P.L. 2018, c. 9):** On April 24, 2018, Governor Phil Murphy signed into law New Jersey’s Diane B. Allen Equal Pay Act. This law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or an instrumentality of the State for “qualifying services” or “public works” must provide to the Department of Labor and Workforce Development – upon commencement of the contract – wage and demographic data for all employees who are employed in connection with a contract for public works and for all employees with a contract for qualifying services. The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee.

For more information and instructions on the Diane B. Allen Equal Pay Act, please visit the following link: <https://www.nj.gov/labor/equalpay/equalpay.html>.

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

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

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

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

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

11.5.2 Certification and Disclosure Requirements

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

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

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

11.5.3 State Treasurer Review

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

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

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

such a provision would violate the terms, conditions or limitations of any grant, funding or financial assistance from the federal government or any Agency thereof and the certification is approved by the appropriate approval officer.

11.6.1 Source Disclosure Requirements

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

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

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

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

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

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

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

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

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

11.7.1 Small Business Enterprise Requirement

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

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

Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

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

1. The Contractor shall request listings of SBEs from the Division at (609) 292-2146 and attempt to contact same.
2. The Contractor shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including, without limitation, receipts from certified mail and telephone records.
3. The Contractor shall actively solicit and shall provide the Agency with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Contractor shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
5. The Contractor shall provide all potential Subcontractors and sub-consultants that the Contractor has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject Contract.
6. The Contractor shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and Local, State, and Federal agencies that provide assistance in the recruitment and placement of SBEs.

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

Pursuant to Executive Order 151 the participants’ goals for various Contracts are:

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).
 - African Americans – 6.3%
 - Asian Americans – 4.34%
2. Professional Services (with the exception of those professional services deemed to be construction related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).
 - African Americans – 2.47%
 - Asian Americans – 1.47%
 - Hispanics – 1.1%
 - Native Americans – 0.07%
 - Caucasian Females – 3.74%

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

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

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

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

11.8 Certification of Non-Involvement in Prohibited Activities in Iran

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

11.9 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 § 10:2-1

The Contractor agrees that:

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

12.0 MISCELLANEOUS

12.1 Conflict of Documents

Should any of the terms of any documents connected to the offer, acceptance, supply of goods, performance of services, and/or any verbal representations be in conflict with this RFP, the terms of the RFP shall supersede all other documents and/or verbal representations. See also Section 12.6, below. The only exception would be if the Agency amends the RFP.

12.2 Severability

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

12.3 Key Personnel

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

12.4 Publicity

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

12.5 Tax Exempt

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

12.6 Agency Standard Contract Addendum

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

THIS SPACE INTENTIONALLY LEFT BLANK

SAMPLE

PROVIDED FOR INFORMATIONAL PURPOSES ONLY

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
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	

APPENDIX 1

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT FOR RFP TITLE

This Agreement is made as of the ____ day of **MONTH & YEAR**, by and between **VENDOR** whose address is **ADDRESS** and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, Trenton, New Jersey 08611.

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

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

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

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

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

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

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

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

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

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

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

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

New Jersey Housing and
Mortgage Finance Agency

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT LIST

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

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

APPENDIX 2

INFORMATION AND INSTRUCTIONS

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

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

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

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

Instructions for Completing the Form

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

Part 1: BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

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

Part 2: DISCLOSURE OF CONTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

Part 3: CERTIFICATION

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

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

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

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

Read the five statements of certification prior to signing.

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

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

State Agency Procedure for Submitting Form(s)

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

Business Entity Procedure for Submitting Form(s)

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

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

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

Questions & Information

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

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

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

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

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

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

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

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

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

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

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

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

EXHIBIT A

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

EXHIBIT A (Cont.)

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS

EXHIBIT A

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

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

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

OR

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

OR

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE:

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)

2)

3)

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

TWO-YEAR CHAPTER 51 / EXECUTIVE ORDER 117
VENDOR CERTIFICATION AND
DISCLOSURE OF POLITICAL CONTRIBUTIONS
EXHIBIT C-1

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

☐ Check if the Contract/Agreement is Being Funded Using FHWA Funds

Please check if requesting
recertification ☐

Part 1: Business Entity Information

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

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional: Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means 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.
Also Note: "N/A" will not be accepted as a valid response. Where applicable, indicate "None".

All Officers of a Corporation or PC

10% and greater shareholders of a corporation
or all shareholder or a PC

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n) **(See Information and Instructions form.)**

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contribution on separate page.

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

Part 3: Certification (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing this certification on behalf of the business entity.**

- 2. All reportable contributions made by or attributable to the business entity have been listed above.**
- 3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions that would bar the award of a Contract to the business entity unless otherwise disclosed above:**
- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the Contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County, Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
 - b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate, committee or election fund of a holder of the public office of the Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
 - c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) Any candidate, committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- 4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution is solicits or makes to:**
- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
 - (b) Any State, County or Municipal political party committee; OR
 - (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

- 5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Part 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review unit only when it –

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- 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.

**Forms should be submitted 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**

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM
EXHIBIT C-2

VENDOR: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

OFFICERS/DIRECTORS

NAME:			
TITLE:			
ADDRESS 1:			
ADDRESS 2:			
CITY:	STATE:	ZIP:	

NAME:			
TITLE:			
ADDRESS 1:			
ADDRESS 2:			
CITY:	STATE:	ZIP:	

NAME:			
TITLE:			
ADDRESS 1:			
ADDRESS 2:			
CITY:	STATE:	ZIP:	

Attach Additional Sheets If Necessary.

PART 2

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON
THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

		YES	NO
1.	Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?	☐	☐
2.	Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?	☐	☐
3.	Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?	☐	☐
4.	Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?	☐	☐
5.	Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?	☐	☐

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.

IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

EXHIBIT C-2

PROVIDING ADDITIONAL INFORMATION

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR	
ENTITY NAME: _____	
CONTACT NAME: _____	PHONE NUMBER: _____
CASE CAPTION: _____	_____
INCEPTION OF THE	_____
INVESTIGATION: _____	CURRENT STATUS: _____
SUMMARY OF	
INVESTIGATION: _____	

PERSON OR	
ENTITY NAME: _____	
CONTACT NAME: _____	PHONE NUMBER: _____
CASE CAPTION: _____	_____
INCEPTION OF THE	_____
INVESTIGATION: _____	CURRENT STATUS: _____
SUMMARY OF	
INVESTIGATION: _____	

PERSON OR	
ENTITY NAME: _____	
CONTACT NAME: _____	PHONE NUMBER: _____
CASE CAPTION: _____	_____
INCEPTION OF THE	_____
INVESTIGATION: _____	CURRENT STATUS: _____
SUMMARY OF	
INVESTIGATION: _____	

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Agency is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Agency to notify the Agency in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the Agency, permitting the Agency to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM EXHIBIT C-3

VENDOR: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Agency is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Agency to notify the Agency in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Agency, permitting the Agency to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**SOURCE DISCLOSURE CERTIFICATION FORM
EXHIBIT D**

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 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

SOURCE DISCLOSURE CERTIFICATION FORM
EXHIBIT D

SAMPLE – VENDOR MUST COMPLETE EXHIBIT D 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.

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
---------------------------------	-------------------------	-------------------------	---

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

VENDOR CODE OF ETHICS EXHIBIT E

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Firm (Please print or type)

Date

Officer's Name (Please print or type)

Title

Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**REQUEST FOR PROPOSALS
FOR
HOMEOWNER ASSISTANCE FUND
WEB-BASED APPLICATION PORTAL**

**COST SHEET
EXHIBIT F**

Provide firm fixed pricing for the following:

Implementation/Setup Fee(s) \$_____

License/Subscription Fee(s) \$_____

Transaction Fee(s) \$_____

Data Hosting Fees(s) \$_____

Include any other service(s) and fee(s) you may offer:

_____ \$_____

_____ \$_____

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

_____discount (% or dollar amount), if paid within _____days.

COST SHEET
EXHIBIT F

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

Name of Firm (Please print or type)

Address

Phone Number

Fax Number

Name (Please print or type)

Title

Signature

E-mail

Date

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

HOMEOWNER ASSISTANCE FUND WEB-BASED APPLICATION PORTAL RFP

ADDENDUM #1 QUESTIONS AND ANSWERS

Q1. We respectfully ask for a 3-week extension. It is the end of our Fiscal year.

A1. Due to time constraints, we are unable to extend the deadline for submission.

Q2. Will NJHMFA consider a 3 week extension to allow for adequate resources to be aligned by the manufacturer to submit a compliant response.

A2. Due to time constraints, we are unable to extend the deadline for submission.

Q3. Section 3.0 Scope of Services. Who will use the technology provided by the bidder to perform the case management and call center services? Is it NJHMFA staff or another vendor? If another vendor, can you name the vendor? Or is the bidder expected to staff case management and call center?

A3. Currently NJHMFA, but subject to change. If the vendor has a whole host solution, the Agency will consider it.

Q4. Section 3.0 Scope of Services. U.S. Treasury guidance suggests that a HAF participant create a pilot program. Does NJHMFA intend to create a pilot program, and if so, what is the intended duration of this pilot program?

A4. Yes, the intended duration is 60 – 90 days.

Q5. Section 3.0 Scope of Services. This section states, "It is estimated that approximately 35,000 applicants could apply for HAF assistance through several programs that will be available." Can NJHMFA provide more detail on the several programs? How many are there? Are all of the programs administered by NJHMFA?

A5. Currently there is only 1 program being considered that will require the use of the application portal.

Q6. Section 3.2. Technical Requirements, RFP pages 6-8. This section seems to just list expected requirements of the bidder's system, until item 5. Testing and item 7. Application Maintenance, which have questions. To clarify, the bidder should only address the requirements in Section 5.0 of the RFP, correct?

A6. No, Bidder to indicate what process is in place for each of the items listed.

- Q7. 1.2 Purpose and Intent, page 2, "Proposals should also address other capabilities and pertinent uses of a web- based solution for these programs including a call center for the public's phone inquiries and other related services." - Could HAF provide more details on what function the call center would need to play? Would the call center need to support HAF's technical questions about the solution or would it need to support applicant's questions about their application details?

A7. Support applicant's questions about the Program and their application details.

- Q8. 3.0 Scope of Services, page 4, "The software will have document imaging capability". - Is the solution required to connect to HAF's scanners and also provide OCR capability to extract data from digitized forms or does the solution need to simply allow for document upload and attachment of documents (PDF or jpeg) such as W2s to someone's application?

A8. The solution must allow for secure document upload and attachment of required documents (W2s, tax returns, pay stubs, etc.).

- Q9. 3.0 Scope of Services, page 4, "Data and image export capability via FTP (File Transport Protocol) to the Mitas Integrated Financial System or other systems (as required)" - If the solution can produce csv files of data as well as all related documents and images attached to an application or award, does this meet the requirement?

A9. Yes.

- Q10. 3.0 Scope of Services, page 4, "Data and image export capability via FTP (File Transport Protocol) to the Mitas Integrated Financial System or other systems (as required)" - How many unique export templates/interfaces does the solution vendor need to produce?

A10. Please indicate in your response whether or not the capability exists and any limitations.

- Q11. 3.0 Scope of Services, page 4, "Generate reports as required by the Agency and U.S. Treasury;" - Could HAF provide a list of reports that the vendor needs to produce as part of the implementation?

A11. The reports will vary (production, demographic, financial, performance, etc.), but we will need the ability to extract and create reports on various data points.

- Q12. 5.1.I, page 6, "RFP Disclaimers: The requirements and guidelines are actively being developed by U.S. Treasury and HMFA and are not yet fully realized." - Since the requirements and guidelines are still being developed, would HAF accept a Fixed Price initial implementation proposal along with a Time and Materials proposal to allow for flexibility to meet the HAF's evolving requirements?

A12. Yes.

- Q13. 5.1.H, page 12, "The bidder must include a statement acknowledging the vendor understands the requirements of the RFP, including the RFP attachments and appendices, and accepts the RFP terms and conditions." - Are we allowed to submit exceptions to the terms and conditions?

A13. Yes, the bidder is permitted to submit exceptions.

- Q14. Can the Agency indicate how the evaluation criteria points identified in Section 5.2 map to each of the submission requirements in Section 5.0? If each item maps to more than one scoring category, can the Agency elaborate on the definition of the "management" and "responsiveness" scoring categories?

A14. The evaluation criteria map to the submission requirements in Section 5.0. Management is Section 5.1 – B, D, E, and F. Responsiveness is Section 5.1 – H and I.

- Q15. Are items C and G intended to provide narrative support for the items priced in Exhibit F? Also, will vendors that propose optional services be scored on cost in relation to the benefit the optional service provides, since adding optional services would risk not bidding lowest overall price?

A15. Yes.

- Q16. Should bidders enter amounts in Exhibit F reflective of one year of cost or five years? Is five years considered the length of the scope of service?

A16. Please provide annual (one year) costs for the following: License/Subscription Fee(s), Transaction Fee(s), and Data Hosting Fee(s).

- Q17. The first paragraph at the top of page 4 indicates the web-based portal must include functionality to "create payment transactions as required." Can the Agency confirm this means that executing HAF benefit payments is in scope?

A17. The scope of services is as stated in the RFP.

- Q18. If payment processing is in scope, can/should Exhibit F include payment transaction fees?

A18. Payment processing is not within the scope of this RFP.

- Q19. Section 1.2 indicates that "proposals should address other capabilities and pertinent uses of a web-based solution for these programs, including a call center for the public's phone inquiries and other related services." Can the Agency clarify if vendors are expected to propose and price a full-service call center, inclusive of customer service representatives?

A19. Vendors are not expected to propose a full-service call center unless that is within their capabilities.

Q20. Is the Agency able to clarify at this time what other programs besides HAF the web-based portal will be used to facilitate?

A20. Currently there is only 1 program being considered that will require the use of the application portal.

Q21. For cost scoring, will vendors that do not bid the lowest cost be awarded points in relation to the lowest price as is usually the case in state RFPs? In other words, a vendor's whose price is within 10% of the lowest price would receive 27 points, while the vendor with the lowest price would receive 30 points? Or, alternatively, is cost scored on the relative cost/benefit the Agency determines to be provided by the vendor's solution? In other words, that higher priced bids could still "win" on cost because the solution provides greater overall value?

A21. Please see Section 5.2 Bid Evaluation Criteria and Section 6.0 Additional Information for Bidders of the RFP document.

Q22. Do you expect this to be a product offering (COTS) or can it be a custom solution that we build specifically for you?

A22. Either is acceptable providing implementation timelines can be met.

Q23. Does the Agency expect the platform to have data dashboards or BI tools such as PowerBI and Tableau?

A23. We expect a submission that lays out what you can offer to perform the scope of services listed. If this includes a dashboard, it should be included in your submission.

Q24. Please give an overview of system workflow such as approval, rejection, etc, controls in the process?

A24. This information is not available.

Q25. What is the number of users expected to be on board in the system?

A25. Currently unknown.

Q26. Does the Agency have any existing platform/system/technology in mind? Please specify if there any preferences.

A26. No.

Q27. How many potential concurrent users? Is there any routine peak time for the application during the year and what is the total number of concurrent users during peak time?

A27. Unknown since this is a new assistance program.

Q28. What are local users' registration and approval processes? Do they have a different level of accessibility?

A28. Your submission should include the levels of access you are able to provide through your system.

Q29. Can you please provide the number of users and their roles that will be interacting with the system?

A29. This information is not available.

Q30. Are there any third-party sources/systems that needed to be integrated with the system? Please list it.

A30. Integrated no, but must be able to communicate/transfer data with agency systems like MITAS.

Q31. Hosting preferences - cloud ok?, Does the agency own any hosting infrastructure?

A31. Our preference is a Government Cloud; however, if it is hosted outside of the Government cloud the data should be specifically stored in the US.

Q32. Can you please specify the budget/subscription cap that we need to consider?

A32. We are not able to specify at this time.

Q33. How many staff licenses do you anticipate will be needed to support the 35,000 applicants?

A33. Not known at this time.

Q34. Is it your expectation that mortgage servicers will be credentialed users of the system, or will communication be through a data feed?

A34. No.

Q35. Can NJHMFA explain further the need for document imaging capabilities?

A35. The solution must allow for secure document upload and attachment of required documents (W2s, tax returns, pay stubs, etc.)

Q36. RE: Underwriting Functionality - is NJHMFA loaning any of this funding?

A36. Not applicable to the scope of service.

Q37. Would a reporting API and or data export via .csv fulfill the need for an FTP to MITAS?

A37. Yes.

Q38. When asked to integrate with Third Parties, does NJHMFAs mean the software shall have role-based security access so that third parties can access the system?

A38. Yes.

Q39. Is there any need for data migration?

A39. Possibly, but it is yet to be determined.



The American Rescue Plan Act of 2021

HOTB Technical Proposal

Homeowner Assistance Fund Web-Based Application Portal

3rd June, 2021



Submitted By:

HOTB Software Solutions, LLC
Corporate Address: 540 Wald
Irvine, CA 92618
Website: www.hotbsoftware.com

Contact: Jason Connolly
Email: [REDACTED]
Direct: [REDACTED]
Fax: 949-892-1112

Cover Letter

Date: June 3, 2021

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

HOTB Software Solutions is pleased to submit its technical proposal to **The New Jersey Housing and Mortgage Finance Agency ("Agency")** in response to the RFP released. We understand the importance of this implementation project and have endeavored to provide you with a level of detail necessary to your evaluation process. HOTB is committed to help United States agencies keep renters housed, assist homeowners as we endure the pandemic. Our technology and consulting solution makes financial assistance available to landlords and households that are unable to pay rent, home loans and utility expenses due to the COVID-19 pandemic or any emergency situation. HOTB is proposing its homegrown, **off-the-shelf, SaaS-based, Cloud-hosted, full lifecycle 'Case Management System (CMS) platform'** that simplifies Home Mortgage, Emergency Rental Assistance program, through quick onboarding of centralized web-based portal, without any needless integrations or long lead times. The proposed CMS software solution is commercially available for 12 years. HOTB has deployed and currently manage systems that have appropriated **more than \$6.8 billion in program assistance from the U.S. Treasury.** The CMS modular technology architecture is designed to immediately administer and meet requirements of the **Coronavirus Response and Relief Supplemental Appropriations Act of 2021, The American Rescue Plan Act of 2021.**

We have significant experience in managing Hardest Hit Funds for varied government programs. The one-stop software solution facilitates document/information gathering, underwriting, billing/invoicing and reporting processes essential to all HAF and other grant programs. **The web portal will be ready for a launch within 30 days.** HOTB has its founding in developing large enterprise software solutions for federal & state governments and private enterprises. We are part of an exclusive group that holds a **Tier 2 Master Services Agreement with the State of California.** HOTB stands ready to assign implementation specialists with the appropriate skillset and proven similar experience to kick start a successful Homeowner Assistance Project for Agency communities.

State Clients Served		
US Department of the Treasury	Ohio Housing Finance Agency	Florida Attorneys General Foreclosure Counseling Program
Florida Housing Finance Corporation	Georgia Department of Community Affairs	Illinois Housing Development Authority
Indiana Housing and Community Development Association	Michigan State Housing Development Authority	Mississippi Home Corporation
New Jersey Housing and Mortgage Finance Agency	17th Circuit Court of Illinois	Oregon Housing and Community Services
Rhode Island Housing	District of Columbia Housing Finance Agency	
South Carolina State Housing Finance and Development Authority		

The solution works from any remote location, **accessible 24x7 via web & mobile browsers** on (Desktop, Laptop, Tablet, Smartphones) to give you complete transparency into funds availability, fund disbursed and in-process rent assistance cases. For maximum user adoption, CMS platform is **pre-integrated with MS-Outlook, Word, PDF, Excel** and requires basic computer skills to action on assigned application review task. The solution help staff detect and act on fraud before payments are made. All related stakeholders are notified through flag message, automated notifications (text and emails). **Captures all required household characteristics, including** family composition, income information, monthly arrears on rent, utility providers and monthly expenses, geocoded address validation, property details, landlord and tenant profile information.

The CMS platform solution provides interface for **both public-facing (applicants/ recipient/ grantee/ tenants/ landlords), funding partners and internal administration staff** without the need for navigating multiple systems. Households in need of mortgage or rental assistance can easily access the CMS online portal, which guides the user through answering eligibility questions and uploading any required documentation. The Agency staff can then follow-up using the same platform to complete verification of the applicants' eligibility for assistance. Steps required to qualify grant applications vary by State and are fully configurable within CMS platform.

HOTB in partnership with **RCL Consulting Services Inc. (RCL)** will deliver consulting and program development task under single vendor governance model. RCL consults with local United States governments in composing plans and procedures for administering local funds, conducts pre-compliance reviews, monitoring the regulatory requirements and provides technical assistance to the local governments, sponsors and service agencies.

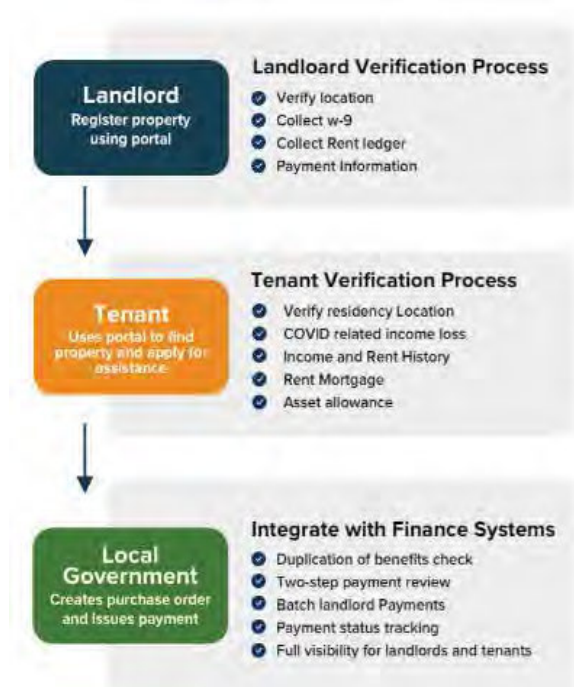
- Eligibility criteria assessment
- Term sheets
- Administrative budgets and Fund Accounting
- Database creation and management
- Ongoing HAF, ERAP program upgrades
- Operational setup and workflows
- Policy and procedures guidelines for all staff
- Outreach/ Marketing Services
- Resolution of Appeals
- Staff sourcing (counselling agencies)
- Staff requirements and training
- Funding disbursements
- Monthly and quarterly Treasury reports
- Treasury audits
- Continuous monitoring of revised regulations

RCL has the experience of delivering and administering U.S. Treasury's Hardest Hit Fund (HHF) Program, Department of Housing and Urban Development's Home Investment Partnership Program (HOME), State of Florida's Home Ownership Pool (HOP) Program, State Housing Initiatives Program (SHIP), Housing Assistance Program (HAP), and Pre-Development Loan Program (PLP), Federal Home Loan Bank Affordable Housing Program (AHP), and working with Rural Development 502 Direct Funding.

All software development historically has been done in the US geography to comply with the data security requirements of government entities. We have a successful history of processing millions of monthly financial transactions for Housing Grant Projects, Rental Assistance programs.

The Agency staff can communicate online with household applicants in order to advise of any case status updates, missing information, determinations of eligibility, expense report and more. All case activities, approved transactions are transparent and secure.

Our clients across US have witnessed significant decrease in time for processing grant/loan/rental assistance applications, streamlined compliance reporting with real-time status updates, for management decision making. **With our collaboration tools, it's easier to share feedback about household applications**, reviewer notes, applicant documents and other case records with grant teams inside and outside of your organization. The solution will allow collaboration and communication among the Agency individual users, divisions, departments, and interface with partner organizations.



At any point of time, Agency will remain owner of application data residing in HOTB cloud database. We utilize Microsoft Azure, Amazon Web Services (AWS) to provide highly available, highly scalable, and secure cloud infrastructure. All data is stored in centralized location within US geography. **The solution is auto scalable to accommodate growing user base, future mortgage (rental assistance) programs of Agency.** Supports translation tools for multi-lingual display including English, Spanish, and French.

The digital records in CMS system can be electronically archived after timeframe mutually agreed with Agency. HOTB has flexible archival policy to meet niche business requirements of our clients. Allows archiving of data by case ID, applicant name, year, and other criteria. The archived data resides in a secure repository that is safe from tampering and unauthorized access. We have built-in algorithms to classify data for retention, archival and deletion/removal. It is HOTB policy to never share, rent, trade, or sell data of its clients or their customers under any circumstances. All documents are readily searchable, real-time. **In the event of data archival or contract termination,** a certificate of Data Destruction will be provided to Agency as verification. Our process includes full audit reports for all data destroyed. We can provide relevant data in DB dump, .SQL format, text delimited or xml format.

The solution is based on a Service Oriented Architecture (SOA) and supports XML, SOAP, and RESTful web services for system integration with all Agency recommended in-house & external applications. We support **real-time data exchange** through our extensive **Web service/API set** to load/update data from different source systems using push or pull mechanism. The solution supports FTP transfers and integration with Mitas Integrated Financial System.

As a technology and consulting partner, our experience in the niche area of Home Mortgage, Rental Assistance Programs has not only helped us gain expertise when it comes to understanding the business requirements, but it has also **given us a few lessons on implementation approach, within the defined budget and timeframe.** The HOTB software solution effectively addresses all complexities and offer step by step guidance to users. Different teams/departments of Agency can engage with the CMS system and access only the data as per assigned access rights (Role-based user access).

Through our digital solution, we facilitate effective management of property information, landlord and tenant profile, grant applications, member enrollments, household participation, claim process, applicant profile, case history, inspection procedures, third-party task delegation, stakeholder communication, track case activities, and segregate cases by the various departments and communities.

HOTB is responsible for providing personnel who are competent, experienced to manage required software implementation tasks. The implementations are led by our Project Manager. The project manager will coordinate and communicate all aspects of the implementations with Agency representative and provide the first line of support as and when needed. The entire team is based out of Irvine (California) and available at Agency location when required. **The solution package includes following professional services to Agency:**

- Program Consulting and IT Project Management
- Solution Engineering, System Integrations
- End-to-End System Testing
- User Trainings
- Data Conversion/data migration/import services)
- Documentation (user guides, FAQ, video tutorials, technical specifications)
- Software maintenance and on-going technical helpdesk support

As we work with clients, HOTB team spends a tremendous amount of time throughout Phase 1 reviewing current set-up, discussing gaps in current state processes, and identifying pain points and improvement opportunities involving processes, systems, culture, training, and leadership. We will use this knowledge and apply it to the formation of the Homeowner Assistance Program for Agency, meeting all compliance standards. This is where our experience becomes an important factor in why Agency should choose us for this project – **we have the**

You will see the evidence throughout our proposal information on how our platform solution meets all project goals, functional and technical requirements outlined in the RFP. HOTB would value the opportunity to sit with the Agency team for a more comprehensive review of your requirements and allow us to show all the ways we can partner to create a unique and valuable experience for your users. **HOTB team has read through and accept all terms and conditions with no exception proposed.** The submitted proposal remains valid for a period of 180 days from its due date.

Legal Name	HOTB Software Solutions, LLC
Headquarter Address	540 Wald, Irvine, California 92618
Website Address	www.hotbsoftware.com
Employee Strength	25+
Client Projects	50+
Company Type	Private. Limited Liability Company (LLC)
Year of Establishment	2009. Year of Incorporation – 2019 (State of Delaware)
DUNS Number	003419217
FEIN#	████████
CAGE code	5LTF6

Thank you for thoughtful evaluation of our proposal. We are available to meet with you in person to answer any questions you may have related to our offer and delivery approach. For any additional information or clarification required, please contact the under-signed who is HOTB Point of Contact and authorized Signatory for conducting negotiations, as well as the official authorized person to bind the organization. **HOTB is committed to acquire any business certification, state licenses for execution, abide by Federal Equal Employment Opportunity (EEO) policies and meet all insurance requirements of Agency as applicable.**

James Cull

Email: [REDACTED]

Table of Contents

Cover Letter.....	2
Section A- Vendor’s History, Background and Experience	7
Section B - Overall Business Plan and Detailed Program Description.....	10
Section C - Budget.....	35
Section D – Risk and Fraud Prevention Strategies	35
Section E – Implementation Timelines.....	37
Section F – Proposed Staff	39
Section G – Pricing Proposal.....	43
Section H – RFP Terms & Conditions.....	43
Section I – Compliance Requirements.....	43
Technical Requirements	44
Attachments.....	54
1. Appendix 1 – Feature List of CMS Platform	54
2. Appendix 2 – Standard Support and Maintenance Plan	54
3. Appendix 3 – Project Team Resumes	54

Section A- Vendor's History, Background and Experience

Provide a detailed summary of the vendor's history, background and experience.

Response: Established in 2009, HOTB Software Solutions, LLC is the leading software provider for **Emergency Rental Assistance, Grant Management and Housing Loan Application Solution, Electronic Case Management** that manage full lifecycle of housing rental grants, home loans, emergency relief funds, utility expenses, scholarships, fellowships, and much more. Through our digital solution, we facilitate effective management of grant proposals and applications intake and grant award, stakeholder communication, monthly process requests, track household grant activities, and segregate grants by the various departments and communities. **The US State agencies consistently vote our CMS platform as the best Grant Management and Rental Assistance software offering a suite of online tools.** The Agency users can scan and convert existing paper-based forms and other grant documents to digital format and make them fully searchable online.

During the implementation, we design rental assistance application forms and workflows to fit client ecosystem. Post go-live, Agency admin staff will have flexibility to create application form by either selecting from one of our grant templates in the CMS application or start a basic application form from scratch. Using the built-in form builder in admin interface, Agency staff can format and customize the template to meet your operational requirements. **No coding required. It's easy to publish rental assistance application and have organizations/ individuals send proposals electronically.**

HOTB founders, veterans realized that managing grant or rental assistance applications, grant teams and tasks beyond the organization boundaries has numerous challenges. There is a need for solution that achieves maximum collaboration among grant makers and grantee, and bring organized view of all grant funding variables to ensure nothing falls through the cracks. **The grant programs, social and economic development efforts have extensive impact on communities, but can be complicated to manage.** HOTB understands that even the relatively small grant/rental assistance program can involve tracking dozens of applications, reviewers, compliance requirements, multiple approvals, bottlenecks and payment release issues. The sync-up between grant stakeholders and effective information sharing is critical to achieve the defined grant outcomes/goals.

Outside of the normal grant administration activities, the Grantmakers often have to comply with varied regulations and compliance reporting. The spreadsheets, outdated legacy systems cannot effectively manage high volume with 100% accuracy and real-time grant insights. Communities need vital resources right now and managing funding programs while cultivating stakeholder relationships that can be tedious and time consuming when using multiple standalone systems. The problem is multi-fold when users/stakeholders operating from multiple locations, time zone difference. **It is imperative to have enterprise-wide Rental Assistance System that centralize all data sets, bring all stakeholders on one platform.**



Simple for applicants

Create a modern, online grants application process and collect exactly the information you need with our customizable form builder.



Efficient for administrators

Keep your team focused and take the small stuff off your plate with automation and workflow tools that save hours and eliminate stress.



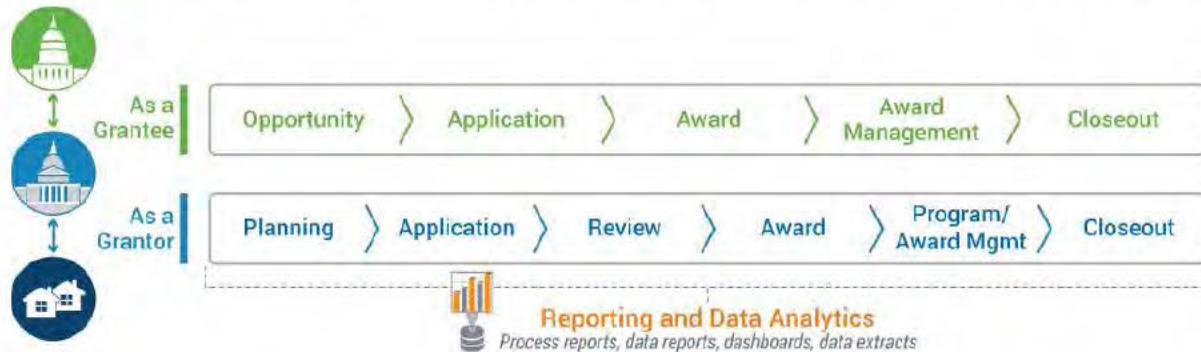
Easy for reviewers

Simplify even multi-stage reviews, and keep reviewers engaged and coming back with an organized, efficient process.

HOTB Service Offering:

A. Grant Management

Our digital service offering simplifies Online grant application, Review and approval process, Fund Accounting, Profile management, Employee timesheet, Stakeholder communication (CRM), Budgeting, Proactive notifications, Payment scheduling, Online agreements (Draft contracts), electronic signatures, grant performance reporting, monitoring of subrecipients, expense tracking and one-stop compliance reporting in a single web-based system.



Some of Key Challenges faced in Grant Process, that our solution address



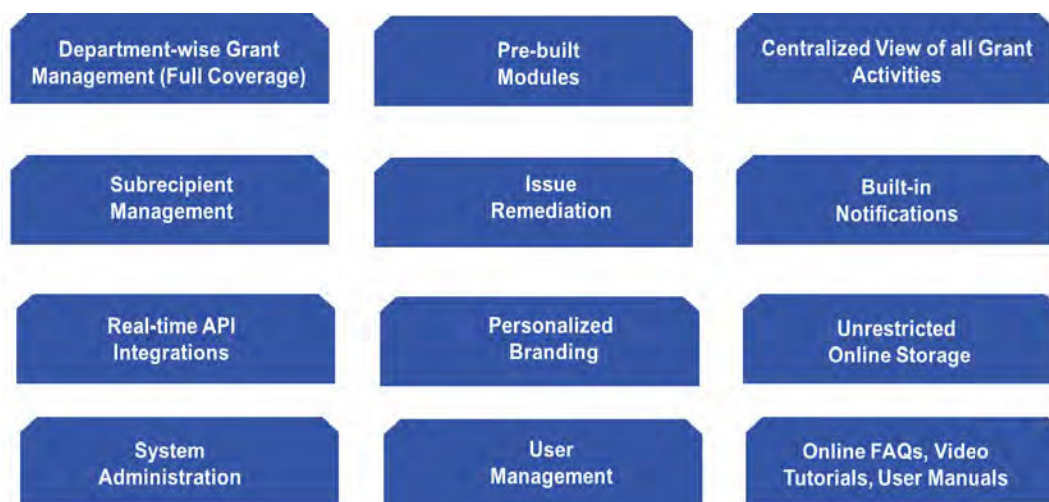
B. Emergency Rental Assistance/ Homeowner Assistance Program (ERAP/HAF Services)

Households in need of rental assistance can easily access the CMS online portal, which guides the user through answering eligibility questions and uploading any required documentation. The Agency staff can then follow-up using the same platform to complete verification of the applicants' eligibility for assistance. Applications for emergency rental assistance may be submitted by either a tenant or a landlord on behalf of that tenant through programs established by grantees. In general, funds will be paid directly to landlords and utility providers. If a landlord does not wish to participate, funds may be paid directly to the tenant.

Each household application (landlord or tenant), case file is assigned Unique ID for tracking along with checklist data to ensure compliance with regulations. Timelines for stages in the rental assistance cycle, including reporting and contract end dates, are maintained by CMS system. The solution manages entire lifecycle and record all characteristics. The CMS platform has demonstrated capability to handle large grant volume, high user base, multi-location stakeholders, delivering significant time savings, transparency for all its adopters. **The solution is well-equipped to manage Federal, State, Local and private funding sources.** The solution is designed for long-term use—it will store all Homeowner Assistance information securely for years to come, providing a repository from which program data can be retrieved if a legal or audit issue should arise in the future. All information is stored on our secured production servers within US geography.

High-level solution tenets of CMS Platform:

- Online applications, allowing households and landlords to easily apply for homeowner assistance fund.
- Built-in communication functionality to communicate securely and seamlessly with household applicants.
- Case management, for application tracking, status updates and approvals.
- Payment distribution, delivering approved funds directly to households, landlords or utility providers.
- Audit functionality to ensure accurate and timely dispersal of funds as well as compliance.
- Analytics and reporting, making internal and external review of program implementation simple and straightforward.
- Quick Implementation process
- 24x7 Technical helpdesk support



All grant/rental/homeowner assistance data is stored and managed from centralized database which ensure real-time information is reflected at all times with no lags. Irrespective of user location, he will always view updated rental/homeowner assistance records. Since all changes are reflected in real-time, Agency user will have no dependency on manual reports and can generate ad-hoc business reports at any point of time.

In last 12 years, HOTB solution has evolved to offer digital tools that address the challenges faced with distributed environments while managing diversified grant programs. For instance, in multiple scenarios HOTB has deployed workflow automation where impact of staff unavailability during non-working hours is eliminated. The system auto assign task to concerned department or send automated reminders with minimal human intervention. **To minimize language issues**, our CMS system allows user to select preferred language of display with translation tools available. The **pre-built modules** of CMS solution implement industry best practices and we keep our product abreast with changing market needs (periodic software upgrades).

HOTB understands the importance of expertise of personnel assigned to this engagement and their availability for the entire project term. It is our utmost focus and preference to deploy individuals who are most familiar with the current business processes, systems, and landscape of Housing services, Grant management, Rental Assistance ecosystem. Our project team has worked on similar implementations and well-versed on US compliance standards, federal and local government regulations.

HOTB solution has numerous data integrations with government ERP systems for information exchange. HOTB met all of the federal and state requirements as detailed in the contract. Our reporting modules were beneficial in filing all of the federal and state reports needed for audits and compliance. During the build-out stage we held numerous meetings to go over the project and achieved deadlines in place. We completed the project by the deadline even with multiple change orders to the initial contract. Even with a time zone difference there was

never a time when HOTB staff was not available. **For many implementations, our solution was used for the entire duration of 10 years of the project.** There was never a time that any other company was considered during that timeframe.

15+ similar implementations for US state agencies. Overall, we have played a **lead role (Prime Contractor)** in **50+ US client projects** and continue to build our experience and capabilities in Housing Grant Management, ERA Management solution. We help our clients at every stage starting from discovery and planning to the execution and stabilization of the project to organizational change management.

Why Choose Us?

- Proven Software Implementation Track Record and Housing Domain Capability
- Proven Project Management Tools
- Tenured Professional team with US-housing agency experience
- Long-term strategic Partnership – Focus on Federal and State Compliances
- Cost and Project Schedule Certainty, Flexible Fee Programs
- Easy to do business with - Frequent, Consistent and Respectful Project Communication
- Flat organization structure with executive sponsorship

Section B - Overall Business Plan and Detailed Program Description

1. Provide a detailed timeline plan for implementation and training in order to start the program within the guidelines and timeframe described.

Response: HOTB is known among its customers for quick implementation while taking complete ownership during pre-implementation and post-implementation phases. We help our clients at every stage starting from discovery session and planning to the execution and stabilization of the project. Our flexible implementation approach will accommodate all Agency recommended project deliverables. **HOTB will meet Agency target go-live date i.e., web application will be ready for launch within 30 days.** HOTB stands ready to assign implementation specialists with the appropriate skillset and proven similar experience to kick start the Project.

	Milestones	Deliverables	Weeks
1	Project Kick Off /Planning	Kick Off Deck, Project Plan and Document of Understanding	1 week
2	Design/Integration	Solution Design and Application Integrated with source system	2 weeks
3	Software Configuration	Software configuration to meet RFP requirements	1 weeks
4	User Acceptance Testing	Configured Solution for Client Testing Test Scripts for UAT	1 week
5	Deployment	Production Deployment, Training Session, and User Guide	1 week

Our flexible training approach meet all client requirements. HOTB will train all nominated users through remote trainings. We recommend **‘Train-the-Trainer’ sessions** for all functional training of users. Our approach enables client to be independent of training needs which overall reduce the cost of operations. Our training sessions can be delivered in **classroom settings, WebEx sessions, job aids, through video user guides, online help guides, and on the job as well.** We will develop training materials and host a limited number of on-site ‘Train the Trainer’ sessions. This not only provides Agency with the needed materials but also the knowledge for key personnel and system administrators to conduct their daily operational activities.

Our flexible training methodology enable our clients to adjust training schedules, training curriculum and thereby ensure full-strength participation during training sessions. HOTB will share the detailed knowledge transfer plan with Agency team post award of contract. We will work in collaboration with your project team for measuring the success of the training sessions, by organizing tests and surveys to evaluate the understanding of

Agency end users. The right mix of onsite and offsite trainings along with train-the-trainer approach recommended by us makes it a highly cost-effective service for Agency.

- **Functional Support Training** – We recommend ‘train-the-trainer’ sessions for all functional training needs.
- **Technical Support Training** – Majority of our technical support comes as part of our standard maintenance and product support offering. For system administration, we will conduct system admin training in a small classroom setting for those identified as the system administrators by Agency.
- **Train the Trainer** – This training is conducted on a module by module walk through, basis with scenario-based events, to prepare trainers for any training questions which may arise. Course materials, trainer materials, and job aids are all provided by us.
- **End User Training** – We provide job aids, cheat sheets, or online help (FAQ’s etc.) as an option for the end user training rather than field training of your end users. Employee specific training can be expensive and time consuming, where as our product is simple to learn and use this type of training is often not needed.

For recurring training requirement to new employees, we recommend “train-the-trainer” sessions during the initial training phase which will reduce overall cost. By conducting train-the-trainer sessions, Agency can execute training on their own timeline and also provide refresher courses or new hire training as needed. As an advanced training option, we offer **video user guides which are approximately 30-60 seconds videos** on how to perform certain functions in case a user is facing a challenge.

We have dedicated team of **instructional designers (Subject Matter Experts)** who will manage all related documentation as per Agency guidelines. All listed documentations will be customized/tailored to reflect Agency -specific configuration and functionality developed. **Sample List of documents provided:**

- FAQs, video tutorials, user guides
- Software installation, design, and configuration documentation
- Baseline technical training documentation and course materials
- Business Processes and Procedures use cases and workflows

In the event of software upgrade, new releases, we will update the training materials accordingly.

2. Provide a description of the proposed intake, processing, and program eligibility decisioning processes.

Response: HOTB will follow guidelines as defined for eligibility assessment and review checks. The solution will integrate all program operations under one tech umbrella and handle cases from initiation to post-award cycle. The Agency can reduce case backlog, speed up grant approvals, improve grant program effectiveness while providing a more accessible public service.

HOTB has implemented workflow automation for multiple scenarios to our existing US clients, delivered staff productivity and eliminated impact of staff unavailability during non-working hours. The system does basic auto check for completion, rule-based prequalification, auto assign task to concerned department or send automated reminders with minimal human intervention. The submitted applications are automatically added to CMS dashboard in real-time.

Each Homeowner application, case file is automatically assigned Unique ID for tracking along with checklist data to ensure compliance with regulations. For each Homeowner Assistance Fund activity, system records timestamp information and all related unique records. The solution maintains history of all previous communication, grant approvals, grant agreements and all related grant information for audits and compliance reporting linked to unique case ID.

The solution is highly flexible to accommodate **business rules, algorithms, system workflows** to reduce human effort. The user productivity is greatly improved through auto assignation of task, automated reminders, auto-population of data, remove redundant information and real-time data update in dashboard view.

The CMS solution provides centralized repository for storing all related applicant documents and ensures that relevant client users can access them quickly when needed, with advanced search tools. **The upload feature is standard functionality of CMS that enable public users and admin staff to add relevant documents.** The Agency users can upload attachments via drag and drop, a multiple file upload from their device directly into their web browser. Enables applicant, grantee, reviewers to securely fill out eligible mortgage forms, upload supporting materials, such as W-9 and insurance certificates, signed contracts, electronically to centralized database online. The user can submit expense proofs, financial statements, asset information, direct/indirect cost.

The file size limit & file type for upload will be configured as per Agency specifications. Varied file formats supported that includes .xls, .pdf, word, PPT, .txt, image, audio, video files. All Agency defined file formats will be supported.

HOTB' electronic signature technology helps our client achieve quick, cost-effective and efficient case management process and document routing among stakeholders. The solution allows greater visibility into the case lifecycle. With multiple internal and external stakeholders involved, it's difficult to know where the case status is in the workflow without digital tracking.

Our Electronic signature technology allows you to see who's signed, who has not, and the pending review. The solution automates reminders and follow ups so stakeholders take necessary actions, sign the document at the right time. If a signature is missing, stakeholders receive email reminders. The solution connects applicants, external reviewers, third-party vendors, corporate partners, thought leaders and board members on one platform and enables signees to work remotely and sign, make edits and return case documents on time, without need of physical presence.

3. [Provide process flow charts.](#)

4. [Provide a description of the services offered as part of the program. Include details on hosting services.](#)

Response: HOTB team has read through the information provided in RFP and we are confident to meet operational requirements of Homeowner Assistance Program. HOTB has worked for multiple housing agency engagements with related scope. In last 12 years, our CMS platform has evolved to be comprehensive, highly configurable, and adaptable to unprecedented/ emergency grant programs, relief funds.



The ability to quickly design application forms, configure new data fields facilitates faster on-boarding of our solution. The solution has **modular architecture, and is feature based** which allows us to take specific features and functionality to deliver a customized product for each of our client. The GUI controls, data fields, system workflows, application messaging, Menu and sub-menu labels, look and feel of each webform, reporting templates, drop-down options, grant stages, status milestones, user roles, report types, operational metrics will be customized as per Agency specifications.

The solution offers Step-by-step guidance through the entire homeowner assistance award process. Instructions are clearly outlined for any user type. The solution is designed keeping in mind varied educational background of users and require basic computer skills to submit all application details with minimum screen navigation. The survey- style questionnaires only show relevant data fields, based on household type, grant program type. **HOTB understands the importance of branding across all user interactions and will implement the website, banners, training materials, and notification templates using Agency logo and color scheme** to maintain the consistency with the corporate branding guidelines so that it is seamless for your users.

Based on user login credentials, system identifies user's access rights, permission settings and accordingly provide

personalized view. The information displays, and dynamic screen views, document access, module access, workflow actions, features, business reporting are specific to each user or user group. The user is identified using login credentials uniquely mapped in database.

The CMS solution is accessible via industry known web and mobile browsers installed as default in Desktop, Laptop and Mobile devices. **The solution is not dependent on hardware specifications of device.** No additional plugins or third-party software installation required at user workstation. No Third-Party software, middleware required. **Accessible through industry known browsers such as IE, Google Chrome, Microsoft Edge, Mozilla, Safari, Firefox, Opera.** The solution is web infrastructure and can be embedded/hyperlinked into Agency recommended websites, without adversely impacting any existing website capabilities. The solution is based on a Service Oriented Architecture (SOA) and supports XML, SOAP, and RESTful web services for system integration with all Agency recommended in-house & external applications. All Agency data will be stored in centralized database thereby consistent, accurate and latest information available to all your internal and external stakeholders. We support **real-time data exchange** through our extensive **Web service/API set** to load/update data from different source systems using push or pull mechanism.

To access CMS portal, the Agency users need to register at the application using the **quick and easy secure registration process** via web portal, tablet or smartphone. The authentication is performed in real-time by cross-referencing user information in a relational database hosted by us. **The solution supports two-factor as well as multi-factor authentication for end users and admin staff.** Also offers single sign-on (SSO) functionality and can integrate with Agency' Active directory.

1) Application Process (Public-facing Portal)

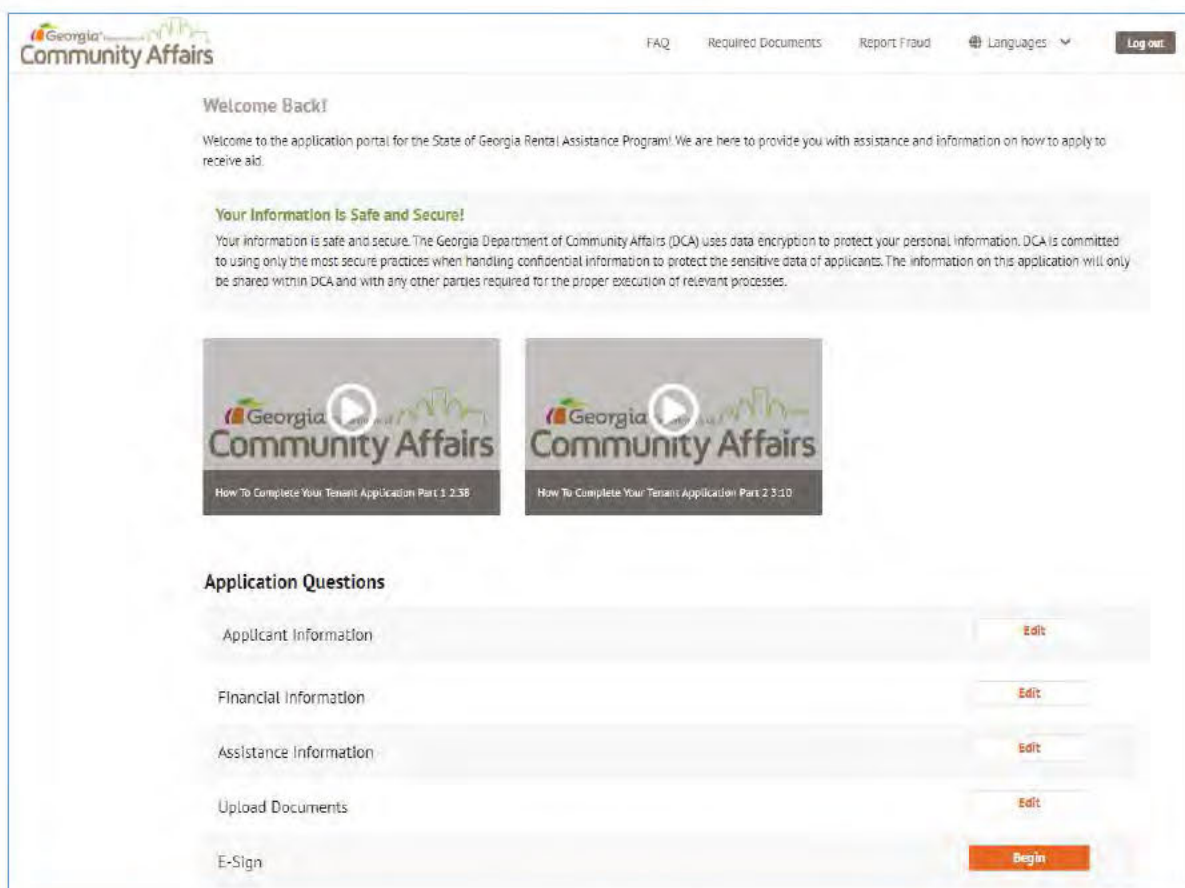
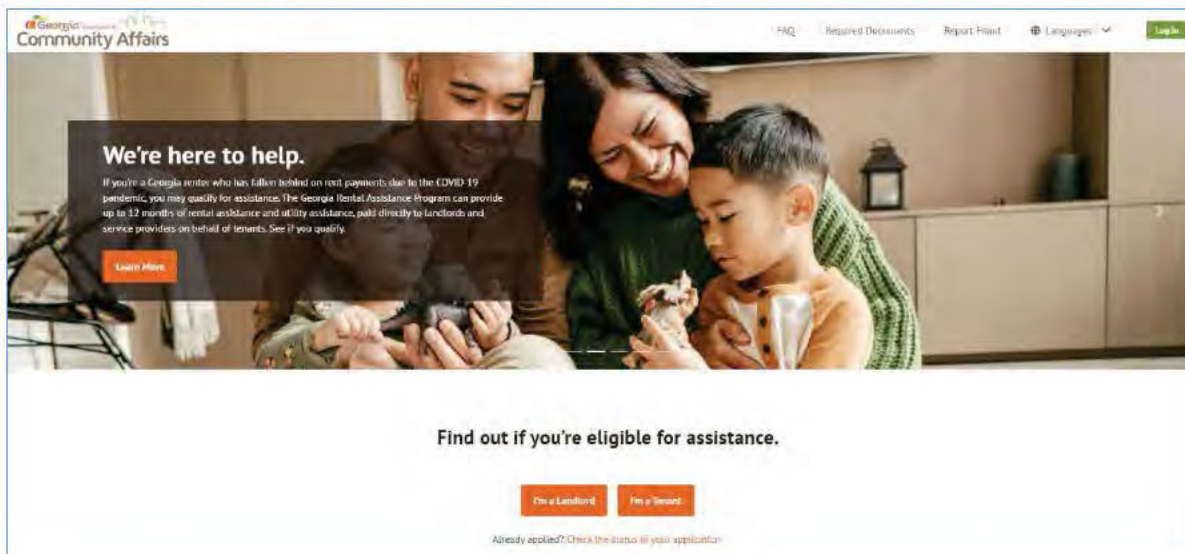
The CMS platform provide applicants with a centralized web portal, accessible via industry known web browsers, where applicants can easily create profile/account, search and view available assistance programs, check for eligibility criteria, automatically match them to eligible grants, submit their applications/proposals and track status. The solution enables applicant to securely fill out eligible household assistance forms, upload supporting materials, and more. Implementing our solution, HOTB clients have witnessed faster and easier application process that effectively handles volumes of application received.

All below characteristics are standard features (pre-built modules) of our CMS software:

- Agency custom branding (as per corporate branding guidelines)
- Responsive design (mobile phones, tablets)
- User login with multi-factor authentication
- Step-by-step application intake
- Save-and-complete-later option
- Address validations (desired)
- Application forms' library
- Document upload options (standard document/image formats)
- Eligibility checks based on predefined thresholds
- Rule-based prequalification
- Ability for applicants to view status, alerts and notifications
- Configurable help and FAQs
- Online signature capability (e-sign)
- Application print option

The Agency can post available assistance programs, specify the application criteria for each, and begin collecting applications at click of button. Our software solution ensures that fund assistance programs are easily accessible from anywhere, anytime (24x7) and eliminates any complexity for applicants. The account registration fields include address, phone, e-mail, website and primary contact name, W-9, EIN, and DUNS number; additional custom fields can be added as per Agency specifications. **The upload feature is standard functionality** of CMS system where applicant can upload varied file formats such as W-9 and insurance certificates, signed contracts,

electronically to staff online. Below are sample screenshots of CMS application. HOTB will customize each screen, system workflow to meet Agency specifications for Homeowner/Tenant funding program.





FAQRequired DocumentsReport FraudLanguagesLog out

[Back to Application / Assistance Information](#)

Assistance Information

Please tell us about yourself in as much detail as possible. (*) = required

☒ Requesting rent assistance? *

Monthly Rent Amount: *

1000

Amount of past due rent: *

3000

How many future rental payments are you requesting? *

5

Months Missed: *

Pick a month

Selected Months: Feb. 2021 / Jan. 2021 / Dec. 2020 / Aug. 2020

☒ Requesting utilities assistance?

Add Utility

COMPANY NAME(S)	UTILITY TYPE	AMOUNT REQUESTED	DUE	MONTHS MISSED	
Electric Company	Electricity	\$150	Upcoming	1	EditX

Save

Cancel



FAQRequired DocumentsReport FraudLanguagesLog Out

Save as requiredly uploaded documents

Upload Documents

Must upload **all documents** at once.

Income Verification *

✓ Document Uploaded  

Copy of Lease or Landlord Certification *

✓ Document Uploaded  

Eviction Notice, Past Due Rent, or Utility Notice *

✓ Document Uploaded  

Proof of Identity *

✓ Document Uploaded  

Covid-19 Hardship *

✓ Document Uploaded  

Additional Files (optional)

 Upload File



FAQRequired DocumentsReport FraudLanguagesLog out

Return to Community Portal

E-Sign

State of Georgia Rental Assistance Program: Tenant Attestation

I, Tenant, hereby certify that:

☐ I, and my household members identified in this application, have occupied the unit for which I am seeking assistance as the household's principal residence during the period of time for which the rental or utility arrears assistance, if any, is requested and will occupy the unit as my/our principal residence throughout the remaining months for which the assistance is provided.

☐ I/We have been provided a copy of this certification.

☐ I/We may remain responsible for charges presented with my utility bill(s), such as district assessments or other fees, that are presented separately from the charges for utility service and my rent.

☐ I acknowledge that submission of this application does not create a promise or payment of rental assistance by the Georgia Rental Assistance program.

☐ I/We attest that we have completed the Hardship Due to Covid-19 section of the application certifying that we have either (1) qualified for unemployment compensation or (2) experienced a reduction in household income, incurred significant costs, or experienced financial hardship.

The information I/We have provided is true, accurate, and complete, and if requested, I am able to provide documentation to prove my household's loss of income or additional expenses. I/We understand that providing false, incomplete, or inaccurate information on application forms or seeking duplicate assistance for months in which assistance has been or will be provided, may result in termination of participation in the Program, up to 5 years of imprisonment and for each occurrence a fine of up to \$10,000.

Did anyone assist you in completing this application? *

☐ Yes ☐ No

Type your name to sign *

Print

Cancel


[FAQ](#)
[Required Documents](#)
[Report Fraud](#)
[Languages](#)
[Log out](#)

Welcome Back!

Welcome to the application portal for the State of Georgia Rental Assistance Program! We are here to provide you with assistance and information on how to apply to receive aid.

Your Information is Safe and Secure!

Your information is safe and secure. The Georgia Department of Community Affairs (DCA) uses data encryption to protect your personal information. DCA is committed to using only the most secure practices when handling confidential information to protect the sensitive data of applicants. The information on this application will only be shared within DCA and with any other parties required for the proper execution of relevant processes.




Application Submitted: 03/19/2021

Status: Application Received

Secure Message Center 2 New! [See Messages](#)

[Download Copy of Completed Application](#)

PAYMENT	AMOUNTS	STATUS
Landlord: ABC Rentals, Inc. Jan 01 2021	\$1000	Paid
Landlord: ABC Rentals, Inc. Mar 22 2021	\$4000	Paid
Landlord: ABC Rentals, Inc. Apr 01 2021	\$1000	Paid
Landlord: ABC Rentals, Inc. Apr 01 2021	\$1000	Paid
Utility: Georgia West Energy #1234568 Apr 01 2021	\$575.50	Paid
Utility: Georgia West Energy #1234569 Apr 03 2021	\$575.50	Paid
Landlord: null Apr 21 2021	\$1234	Pending
Utility: Georgia West Energy #123456 May 01 2021	\$575.50	Paid
Landlord: ABC Rentals, Inc. May 01 2021	\$1000	Paid
Landlord: ABC Rentals, Inc. May 07 2021	\$1000	Pending

Submitted Documents

[Submit Additional Documents](#)

2) Agreements / Contracts Management and Stakeholder Notifications

The solution allocates assignments and step back to let the reviewer perform work. The Agency reviewers will have everything they need to review and score HAF application, all in one place. Our unique side-by-side layout lets the reviewer see and score the grant application at the same time. Based on Agency requirements, HOTB will set up multiple application review stages and control how scorecards are tallied. The solution automatically notifies applicants if they have been selected or declined for a HAF grant. Our solution provides built-in functionality to manage and send agreements online where all contracts, agreement documents are accessible to concerned stakeholders for electronic signatures. The solution allows creation of agreement templates and ensures that only approved language is used.

The old-fashioned way of executing agreements poses varied challenges. Not only does it complicate the process for grant applicants, but approval and grant disbursement workflow are also interrupted, delaying the entire grantmaking process. Our pre-integrated electronic signature technology helps our client achieve quick, cost-effective and efficient homeowner assistance process for our clients. The solution allows greater visibility into the contract/agreement lifecycle. With multiple internal and external stakeholders involved, it's difficult to know where the document is in the workflow without digital tracking.

To move the document for signature along at the necessary pace, you need the ability to track the location and the required next step. Electronic signature technology allows you to see who's signed, who has not, and the next step. The solution automates reminders and follow ups so stakeholders take necessary actions at the right time. If a signature is missing or payment hasn't been sent, stakeholders receive email reminders. The back and forth of editing and redlining agreements are managed through version control and e-signatures on final agreement documents. The solution connects applicants, external reviewers, third-party vendors, corporate partners, thought leaders and board members on one platform and enables signees to work remotely and sign, make edits and return contract agreement documents on time, without need of physical presence.

3) Reimbursement and Expense Tracking

The solution provides interface for Grantees and subrecipients to submit reimbursement requests and include expenses documentation. All required information is captured such as utility providers, monthly rent, income details, property address, receipt date, expense amount and converted to specified invoice format for further review. The solution will incorporate approval mechanism as per Agency specifications.

All below characteristics are standard features (pre-built modules) of our CMS software

- View application pipeline (complete and incomplete)
- Assign staff for initial validation
- Duplicate checks
- Validate, qualify or disqualify applications
- Request additional information from applicants
- Update application status and generate notifications
- Assign staff for processing/underwriting
- Case management and underwriting workflows
- Application underwriting
- Application approval and denial
- Application appeal process
- Ability to maintain comments/notes on applications
- Payment processing
- Cash Management
- Common Data File (CDF) Workflow & Automation

SAFHR For Homeowner Assistance Fund

App Configuration | Applicants | Reports | Account | Logout

Applicants 03/08/21, 8:00AM, 384 Tenants

Filter

APPLICANT	REGISTERED	APPLICANT UPDAT	STATUS	DOCS	FLAGS	ASSIGNED TO	ASSIGNED TO	
John Doe	03 / 08 / 21	03 / 08 / 21	Application Submitted	0	Good	Group A	Steve	View
John Doe	03 / 08 / 21	03 / 08 / 21	In Review	1	FRAUD Forec.	Group B	Betty	View
John Doe	03 / 08 / 21	03 / 08 / 21	Documentation Needed	0		Group C	Steve	View
John Doe	03 / 08 / 21	03 / 08 / 21	Processor Approved	1	FRAUD	Group A	Betty	View
John Doe	03 / 08 / 21	03 / 08 / 21	Underwriter Approved	0		Group B	Steve	View
John Doe	03 / 08 / 21	03 / 08 / 21	Denied	1	Forec.	Group C	Betty	View
John Doe	03 / 08 / 21	03 / 08 / 21	Paid	0	DTI NDI	Group A	Steve	View
John Doe	03 / 08 / 21	03 / 08 / 21	Application Submitted	1		Group B	Betty	View
John Doe	03 / 08 / 21	03 / 08 / 21	In Review	0	Good	Group C	Steve	View
John Doe	03 / 08 / 21	03 / 08 / 21	Documentation Needed	1		Group A	Betty	View

1 2 3 4 5 >

Rows: 20

SAFHR For Homeowner Assistance Fund

App Configuration | Applicants | Reports | Account | Logout

Back to Applicant List / Firstname LastName / Section

Firstname LastName

Assignee: Processor Brian

Status

Communications

Applicant

Co-Applicant(s)

Property

Assistance

Financials

Documents

Checklist

Records

Documents

Identity Verification

[See Description](#)

[Upload File](#)

Title_of_document.pdf	01/02/03	
-----------------------	----------	---

Pending Approval Note: Lorem ipsum dolor sit amet, consectetur.

Property Verification

[See Description](#)

[Upload File](#)

Title_of_document.pdf	01/02/03	
Title_of_document.pdf	01/02/03	
 Approved	Note: Lorem ipsum dolor sit amet, consectetur.	
Title_of_document.pdf	01/02/03	
 Rejected	Note: Lorem ipsum dolor sit amet, consectetur.	



[App Configuration](#)
[Applicants](#)
[Reports](#)
[Admin](#)
[Logout](#)

[Back to Applicant List](#) / [Firstname LastName](#) / [Records](#) / 1 Record
 [Download Record Log](#)

Firstname LastName, Program, Servicer

1 Record Generated
Processed: 00:00:00

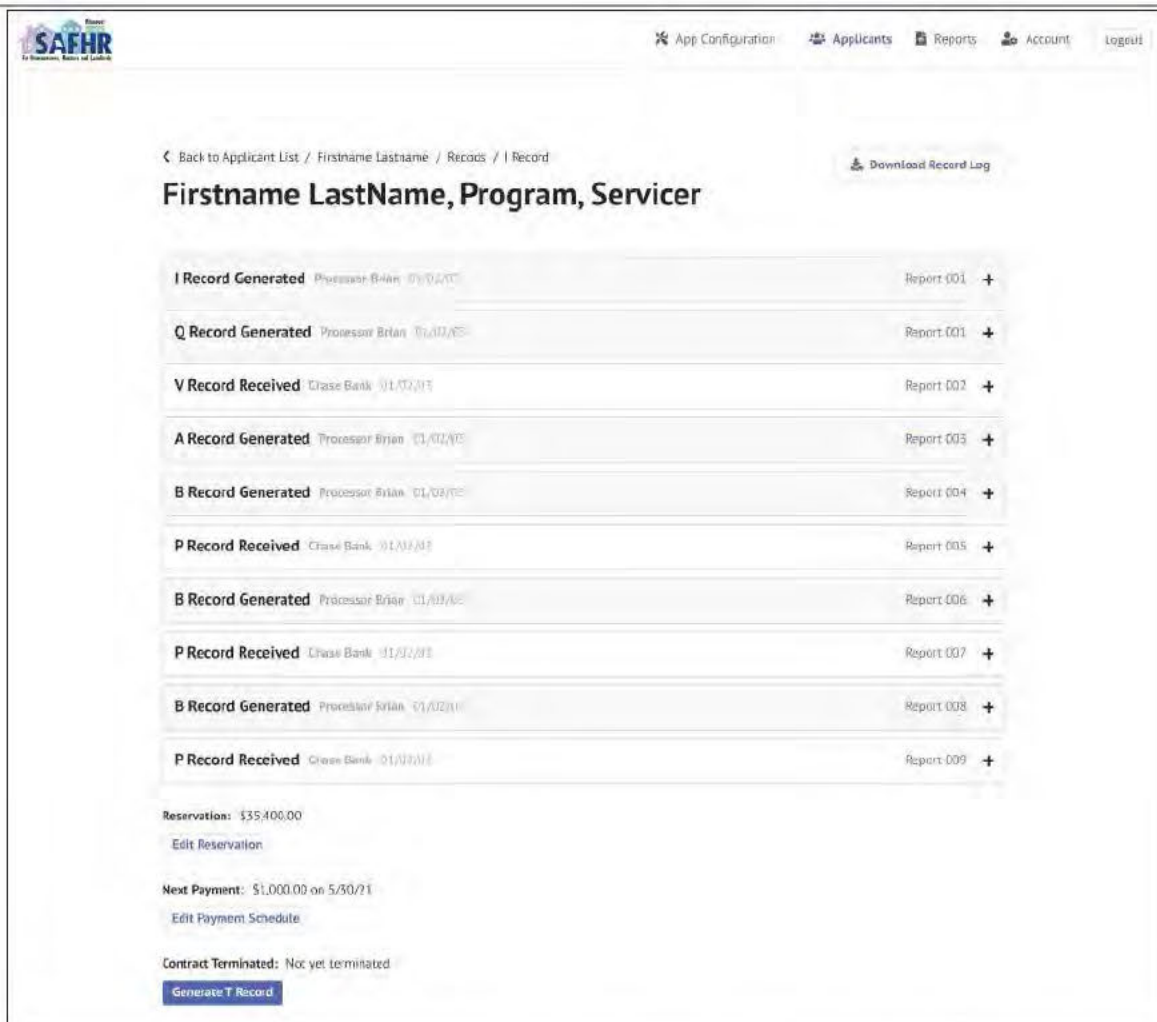
A. State:	Answer
B. Servicer:	Answer
C. Date:	Answer
D. Contact ID:	Answer
E. Program Type:	Answer
F. Record Type:	Answer
G. Loan Number:	Answer
H. Borrower First Name:	Answer
I. Borrower Middle Name:	Answer
J. Borrower Last Name:	Answer
K. Co-Borrower First Name:	Answer
L. Co-Borrower Middle Name:	Answer
M. Co-Borrower Last Name:	Answer
N. Borrower Last 4 SSI:	Answer
O. Co-Borrower Last 4 SSI:	Answer
P. Property Street Address:	Answer
Q. Property City:	Answer
R. Property State:	Answer
S. Property Zip:	Answer
T. Property Country:	Answer

Reservation: Not set
[Set Reservation](#)

Payment Schedule: Not set
[Set Payment Schedule](#)

Accept or Decline: Not set
[Continue & Accept](#)
[Continue & Decline](#)

Contract Terminated: Not yet terminated
[Review Contract](#)



SAFHR

App Configuration Applicants Reports Account Logout

Back to Applicant List / Firstname LastName / Records / I Record

Download Record Log

Record Type	Processor Name	Date	Report ID
I Record Generated	Processor Brian	01/04/21	Report 001
Q Record Generated	Processor Brian	01/07/21	Report 001
V Record Received	Chase Bank	01/07/21	Report 002
A Record Generated	Processor Brian	01/07/21	Report 003
B Record Generated	Processor Brian	01/08/21	Report 004
P Record Received	Chase Bank	01/08/21	Report 005
B Record Generated	Processor Brian	01/09/21	Report 006
P Record Received	Chase Bank	01/09/21	Report 007
B Record Generated	Processor Brian	01/09/21	Report 008
P Record Received	Chase Bank	01/09/21	Report 009

Reservation: \$35,400.00
Edit Reservation

Next Payment: \$1,000.00 on 5/30/21
Edit Payment Schedule

Contract Terminated: Not yet terminated

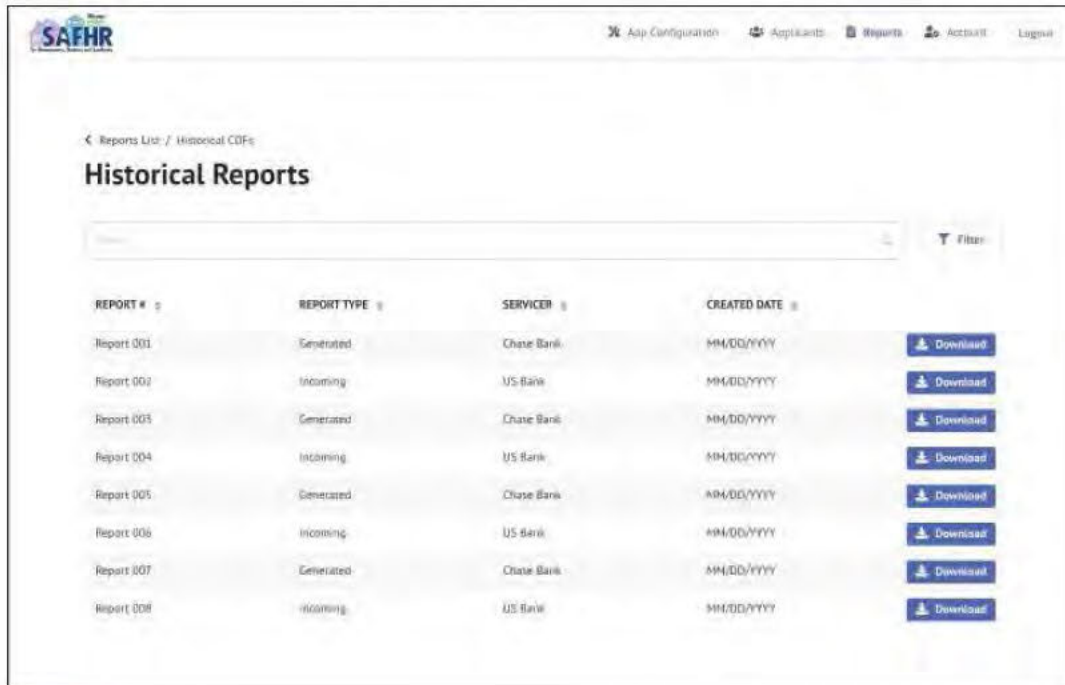
Generate T Record

4) Business Reporting and Data Analytics (In Alignment to State and Local County Guidelines)

The solution has demonstrated capability to simplify fund accounting and other state and federal compliance reporting across US. Our solution will meet all report types, data attributes for Agency. The solution provides built-in reporting capability and users are not required to navigate external system for reports. HOTB will integrate with Agency recommended source systems to provide one-stop reporting interface. System can conduct compliance tracking for awarded entities (such as, verifying eligible expenses, monitoring for timely reporting, verification of eligible income verification, and monitoring performance metrics).

Reports of active and inactive subrecipients are available with customizable definitions of inactive by State. For business reporting requirements, HOTB proposes its Admin portal that provides visual dashboards, key KPIs across different Grant management staff interactions and grant application functions. **No programming, SQL, DBA etc. technical skills are required by Agency staff for business reporting.** Our solution possesses built-in analytics engine with comprehensive reporting and dashboard capability where staff can run multiple reports on defined pre-build parameters and also generate ad-hoc business reports. HOTB can accommodate any Agency specified report customizations. These reports are available online as well as in printed form. The solution contains report templates to easily align data with reporting standards used by the industry. The files in CMS system are easily retrieved with full text searches, images, emails, grant documents on subject keyword and metadata tags.

The solution provides proprietary algorithms which collects and correlates the data from multiple sources and perform data processing with results published in form of intuitive graphs and charts and tabular format. Audit-Ready reporting that is available anytime.



SAFHR

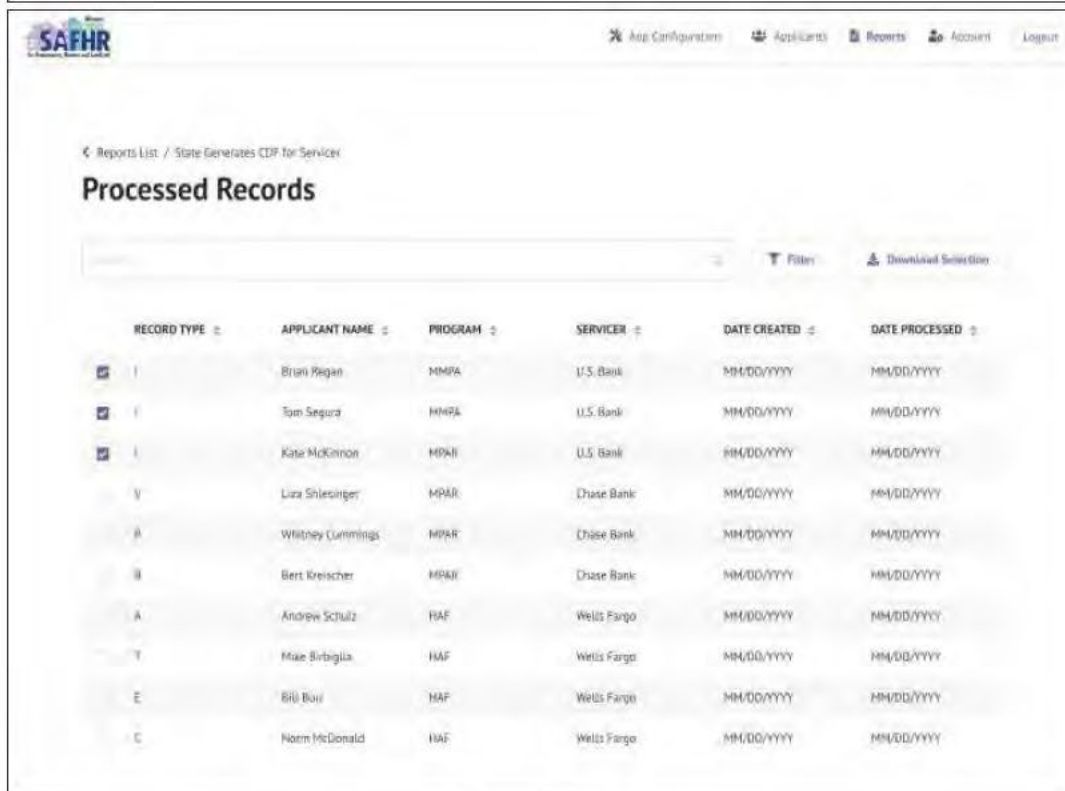
App Configuration Applicants Reports Account Logout

Reports List / Historical CDFs

Historical Reports

Filter

REPORT #	REPORT TYPE	SERVICER	CREATED DATE	
Report 001	Generated	Chase Bank	MM/DD/YYYY	Download
Report 002	Incoming	US Bank	MM/DD/YYYY	Download
Report 003	Generated	Chase Bank	MM/DD/YYYY	Download
Report 004	Incoming	US Bank	MM/DD/YYYY	Download
Report 005	Generated	Chase Bank	MM/DD/YYYY	Download
Report 006	Incoming	US Bank	MM/DD/YYYY	Download
Report 007	Generated	Chase Bank	MM/DD/YYYY	Download
Report 008	Incoming	US Bank	MM/DD/YYYY	Download



SAFHR

App Configuration Applicants Reports Account Logout

Reports List / State Generates CDF for Servicer

Processed Records

Filter Download Selection

RECORD TYPE	APPLICANT NAME	PROGRAM	SERVICER	DATE CREATED	DATE PROCESSED
☒ I	Brian Regan	MMRA	U.S. Bank	MM/DD/YYYY	MM/DD/YYYY
☒ I	Tom Segura	MMRA	U.S. Bank	MM/DD/YYYY	MM/DD/YYYY
☒ I	Kate McKinnon	MPAR	U.S. Bank	MM/DD/YYYY	MM/DD/YYYY
☐ V	Lara Shiesinger	MPAR	Chase Bank	MM/DD/YYYY	MM/DD/YYYY
☐ A	Whitney Cummings	MPAR	Chase Bank	MM/DD/YYYY	MM/DD/YYYY
☐ B	Bert Kreischer	MPAR	Chase Bank	MM/DD/YYYY	MM/DD/YYYY
☐ A	Andrew Schulz	HAF	Wells Fargo	MM/DD/YYYY	MM/DD/YYYY
☐ T	Mae Birbiglia	HAF	Wells Fargo	MM/DD/YYYY	MM/DD/YYYY
☐ E	Brü Bru	HAF	Wells Fargo	MM/DD/YYYY	MM/DD/YYYY
☐ C	Norm McDonald	HAF	Wells Fargo	MM/DD/YYYY	MM/DD/YYYY



[App Configuration](#)
[Applicants](#)
[Reports](#)
[Account](#)
[Logout](#)

[Reports List](#) / State Generates B-record CDF for Servicer

B-record Generator

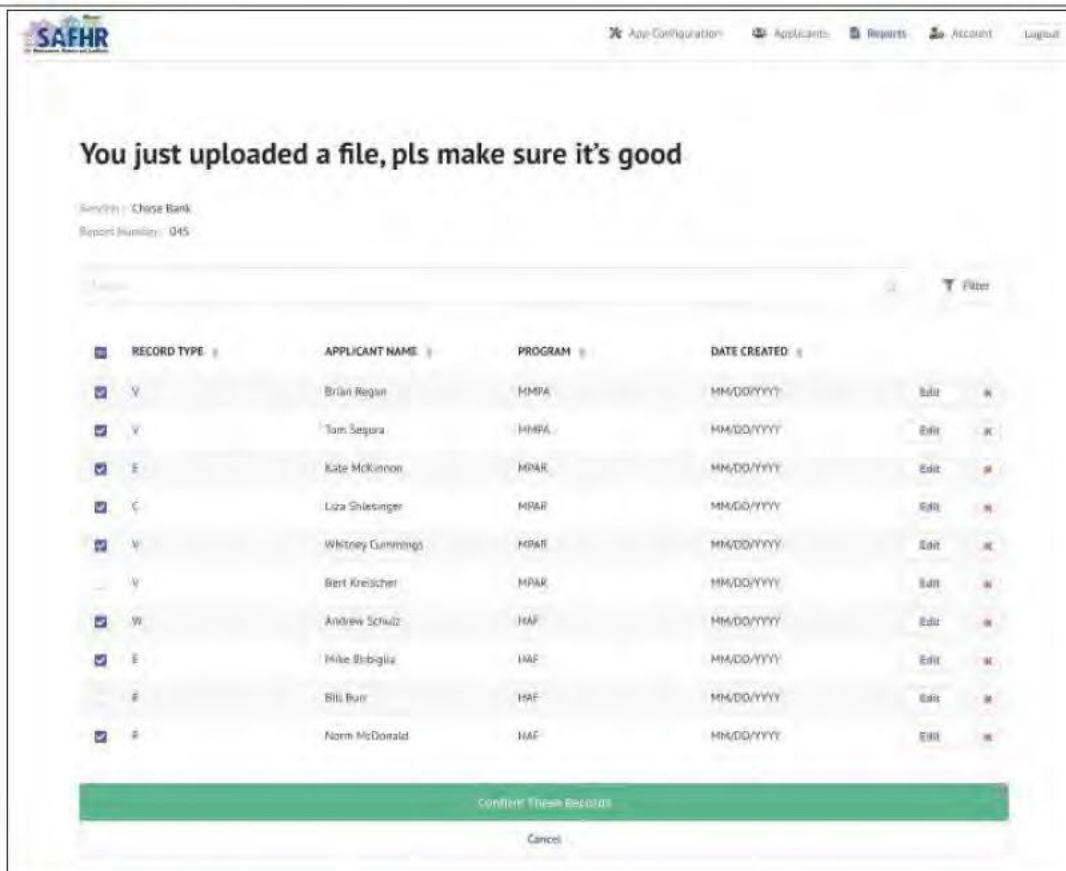
☐	PAYMENT AMOUNT	APPLICANT NAME	PROGRAM	SERVICER	DATE CREATED	DATE SCHEDULED
☒	\$1,500	Brian Regan	MMRAP	Chase Bank	MM/DD/YY	MM/DD/YY
☒	\$1,500	Tom Segura	MMRAP	Chase Bank	MM/DD/YY	MM/DD/YY
☒	\$1,800	Kate McMahon	MMRAP	Chase Bank	MM/DD/YY	MM/DD/YY
☐	\$2,200	Liza Schlesinger	MMRAP	Chase Bank	MM/DD/YY	MM/DD/YY
☐	\$500	Whitney Cummings	MMRAP	Chase Bank	MM/DD/YY	MM/DD/YY
☐	\$840	Bert Kreischer	MMRAP	Wells Fargo	MM/DD/YY	MM/DD/YY
☐	\$345.54	Andrew Schulz	MMRAP	Wells Fargo	MM/DD/YY	MM/DD/YY
☐	\$3,500	Mike Birbiglia	MMRAP	Wells Fargo	MM/DD/YY	MM/DD/YY
☐	\$3,500	Bill Burr	MMRAP	Wells Fargo	MM/DD/YY	MM/DD/YY
☐	\$2,130	Norm MacDonald	MMRAP	Wells Fargo	MM/DD/YY	MM/DD/YY

Report Summary

Servicer: Chase Bank
 Payments: \$1,234,567.89

Servicer: US Bank
 Payments: \$1,234,567.89

Servicer: SoCal Edison
 Payments: \$1,234,567.89



SAFHR Homeowner Assistance Fund Web-Based Application Portal

You just uploaded a file, pls make sure it's good

Summary: Chase Bank
Report Number: 045

Upload

RECORD TYPE	APPLICANT NAME	PROGRAM	DATE CREATED		
☒ V	Brian Regan	HMPA	MM/DD/YYYY	Edit	X
☒ V	Tam Segura	HMPA	MM/DD/YYYY	Edit	X
☒ E	Kate McKinnon	HMPA	MM/DD/YYYY	Edit	X
☒ C	Liza Shlesinger	HMPA	MM/DD/YYYY	Edit	X
☒ V	Whitney Gummings	HMPA	MM/DD/YYYY	Edit	X
☐ V	Bert Kreischer	HMPA	MM/DD/YYYY	Edit	X
☒ W	Andrew Schultz	HAF	MM/DD/YYYY	Edit	X
☒ E	Mike Braglia	HAF	MM/DD/YYYY	Edit	X
☐ E	Bill Burr	HAF	MM/DD/YYYY	Edit	X
☒ E	Norm McDonald	HAF	MM/DD/YYYY	Edit	X

Confirm These Records

Cancel

5) Homeowner Assistance Monitoring

Our user-friendly, end-to end workflow help organizations start off relationship with new grantees on the right foot by ensuring they have access to the information they need in one place. By making the CMS platform a full lifecycle destination, tenants/landlords can log in to accept awards, submit budget updates, expenses, complete progress reports, and more. All this post-award information is linked to the household grantee/ Renter file in administrative view portal, helping staff to calculate Covid-19 relief fund impact.

6) Project Close-Out and Grant Completeness

The CMS dashboard does the heavy lifting so you don't have to. With seamless integration between the dashboard and the grant database, we provide helpful metrics and dynamic graphs to quickly assess performance. Our dashboard analyzes grants and cash flow, and automatically filters your grants by status (in progress, submitted, awarded, declined), generating real-time evaluations and graphs for leadership teams. Each Rental assistance application, case file is assigned Unique ID for tracking along with checklist data to ensure compliance with regulations. Timelines for stages in the grant cycle, including reporting and contract end dates, are maintained by CMS system.

Document Management

The solution provides centralized repository for storing all related documents and ensures that relevant client users can access them quickly when needed, with advanced search tools. Over the time rental assistance related grant documents can reach significant volumes and take up precious and expensive storage space. Moreover, online searching for relevant grant data can consume untold amount of user time. The digital records in CMS system can be electronically archived after timeframe mutually agreed with Agency. HOTB has flexible archival policy to meet niche business requirements of our valued customers. Allows archiving of data by case ID, applicant name, year.

and other criteria. The archived data resides in a secure repository that is safe from tampering and unauthorized access. We have built-in algorithms to classify data for retention, archival and deletion/removal.

At any point of time, Agency will remain owner of application data residing in HOTB database. It is HOTB policy to never share, rent, trade, or sell data of its clients or their customers under any circumstances. All documents are readily searchable, real-time.

Advance Budgeting Capabilities

The CMS platform provides advanced budgeting capabilities to manage rental assistance grants. The staff can create budget for every primary and sub-award project year. The solution has existing capability to modify, make adjustments to budget amount and terms & conditions. The authorized staff can create “revision drafts” and “carryover drafts” when budget modifications or adjustments are required. The solution provides both condensed and drill down view of budget information, current payment transactions and also user can add new transactions to list. This ensures grant management team always have real-time view of available funds as against set budget. The solution will empower staff to easily track budget thresholds, source of funds and indirect cost expenditures, and receive automatic notifications when budget limits are near.

Some of Key Features :

1. **Budget Tracking Configuration:** You can decide whether the budgeting features track the amount paid out in a particular year or the total amount awarded.
2. **Budget Amount Reporting:** Lets you enter a budget amount and disbursements for each grants program and report on that information with actuals (approved and pending).
3. **Hierarchical Budget Tracking:** Budgets can be tracked in hierarchically defined categories or program areas.
4. **Basing Budgets on Past Years:** Lets you use previous years’ budgets as a base and adjust them for current year.
5. **Multiple Programs Per Grant:** Can split grants across more than one program for budgeting and payment-tracking purposes. You can also manage multiple budgets and draw funds on a per-grant basis.
6. **Multiyear Budgeting:** Lets you easily set up multi-year budgeting.

Potential Benefits for Agency :

- Link grant activities to financial records
- Help achieve budget targets and monitor program activities and progress toward community goals
- Prevent cost overruns and disallowed costs (should be monitored on a regular basis)
- Improve reliability of financial reporting
- Help staff responsible for specific activities to maintain control over expenditures
- Regular monitoring of budgets to actual year-to-date and current period expenditures or outlays
- Explaining unexpected or unusual budget variations and determining necessary adjustments
- Ensuring compliance with laws, regulations, and industry requirements, particularly matching percentage requirements
- Requesting prior stakeholder approvals for budget modifications

Rental Assistance Application Review & Approval Mechanism

After a grant application is submitted in the system, the solution provides manual and automated routing of rent relief application for review and further to approval by concerned authority. Allows multiple users to collaborate on application review, add comments or feedback. The solution has capability to define approval hierarchies and branching workflows in the system. With our collaboration tools, it's easier to share feedback about rental assistance applications. Multiple reviewers can each rate an application on a number of different factors and add comments. Reviewer comments can be made visible to the final approving staff as soon as they are moved to next stage. We've streamlined the task assignment process so you can easily collaborate with principal investigators, application

reviewers before and after grant money has been awarded. The proposal owner and grants management staff can be automatically notified when reviews are completed, either via email or internal message, or both.

Automated and Manual System Notifications

Automated alerting functions, configuring notification events with relevant information results in significant cost and time savings for the organization. Our pre-integrated email and text notification service offers 24/7 access with inbound and outbound capability and complete administration control. The CMS platform provides workflow-based email notification capability for various configured scenarios including proactive alerts for application aging, new grant application case, resolution due date etc. is sent on registered email address.

Our highly configurable solution will accommodate all notification events of Agency operations. The email/text message content can be customized or pre-built notification templates already available in system utilized.

- Acknowledgement messages for grant application and documents received
- Be notified of changes to grant documents or folders important to you
- Users can set their own alerts on activities they want to track
- The administrators can set system alerts for various Grant management lifecycle stages
- Workflow email alert notifies reviewers/approvers about new task assigned or changes made to current tasks
- Get reminder emails for pending grant review or SLA missed or missing documents

Through Admin Portal, the Agency administrator will have access to pre-built notification templates and also compose new operational reminders designed to keep all stakeholders informed on Grant status, pending tasks, approaching deadline and other regulatory requirements. Our solution is highly configurable to meet all notification scenarios with customized messaging. The user will be able to delegate specific tasks based on Grant type, department, applicant type. All historical recorded grant application logs can be viewed and printed when desired by user. Based on grant type, the task is assigned to respective department, authority person for review and resolution/best practices.

CRM Functionality

Building stakeholder relationships and keeping up with changes in key contacts are an important part of grant making. With CMS platform solution, the staff can manage all relationships with not just applicants and grantees, but also portfolio managers, board members, collaborators, reviewers, public forums and more within one application, without the need for navigating multiple systems. The CMS solution will empower agency to reach each of the distinct target audiences from varied departments. Through built-in toolset, authorized staff can setup and configure global campaigns, initiate personalized emails, follow-up communication, create user segments and real-time manage contact information.

The CRM functionality of CMS platform enable organizations to :

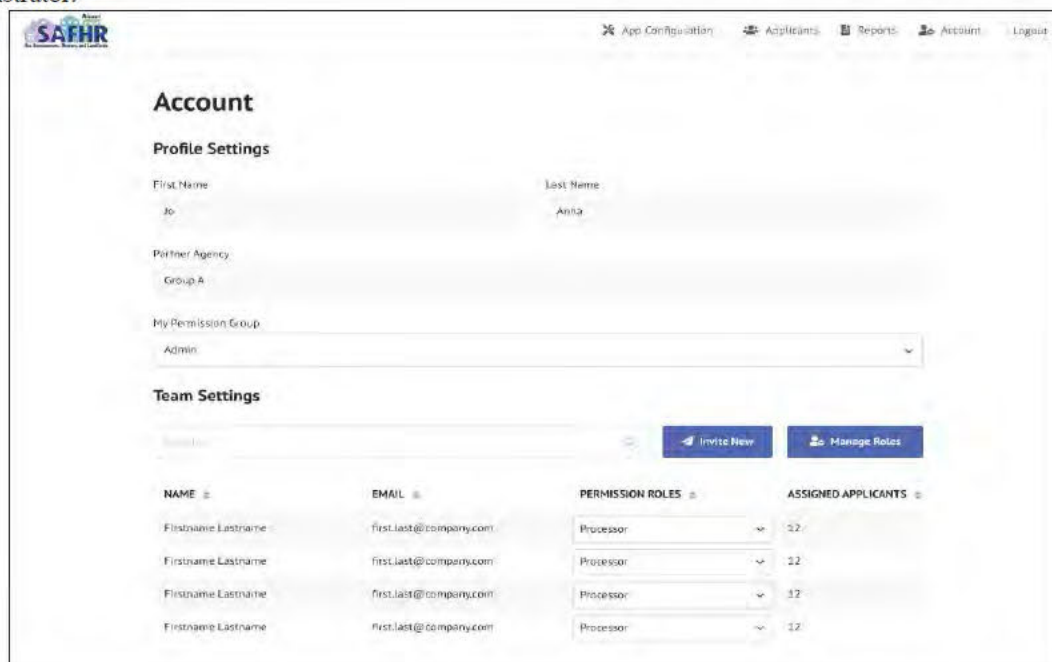
1. Track Individual History: Keep a record of an individual's association with a grant/case file, even if they leave, for historical and audit purposes, and they will not show up as an active contact for communications.
 2. Track Organizational Grant History: Tracks organizations separately from individual grants to allow you to see a history of all grants to an organization.
 3. Track Hierarchical Business Units: Can track individual business units under a larger organization and see grants for both the individual units and the larger organization.
 4. Manage multiple Contacts Per Organization: Lets you associate multiple contacts with an organization and define their relationships to grant maker and to a specific grant.
 5. Customize Communication by Contact Role: Communicate with a contact according to their relationship with the grant or organization—for example, send the payment letter to the payment contact, or email a reporting reminder to a report contact—through role-based communication.
-

6. **Easily record of Correspondence:** Automatically stores a record of all system-generated letters and emails for each grant.
7. **Call and Email Logging:** Keep a log of outside communications, such as phone calls and emails, with a particular contact at a grantee organization.
8. **Online Surveys:** Create online surveys, receive and analyze feedback data
9. **Targeted Campaigns:** Create grantee segment, personalize campaign messaging

The CMS solution efficiently record and track complete contact details and multi-channel correspondence. Contact details such as first name, last name, title, email address, phone, mailing address, etc., can be viewed and edited. Contacts can be imported from multiple sources and added under single contact list. The staff can define contact activities, tasks, and events for consistent contact relations. The staff can also keep track of phone calls and emails to keep a record of ongoing discussions with each contact.

System Roles and Permissions

Our proposed CMS solution provides Role Based Access Control (RBAC) functionality that enable authorized admin staff to create, grant and revoke role and permissions, for controlling user-specific access to application data based on user's role in the grant operations. At any point of time, admin staff can alter changes to roles/permissions and create new user groups as per business needs. The changes are reflected in real-time. We offer granular permission settings in each data field, reporting documents, modules, files, folders, and workflows, to meet and exceed your data security and privacy requirements. The Admin portal tracks and logs/timestamp every user activity, changes in the system. **These access rights will applicable on user account irrespective of hardware, geography, device being used to access the CMS account.** This way user will only see application data made accessible to them. The admin staff can assign customized access rights to each user or user group, based on least required privileges with separation of duties for system administrator, executive management, power users, contractual staff and other end users. Roles are dynamic and can be updated, created, or removed by the system administrator.



NAME	EMAIL	PERMISSION ROLES	ASSIGNED APPLICANTS
Firstname Lastname	first.last@company.com	Processor	12
Firstname Lastname	first.last@company.com	Processor	12
Firstname Lastname	first.last@company.com	Processor	12
Firstname Lastname	first.last@company.com	Processor	12

Admin
Manager
Processor
Underwriter
Auditor
+ Create New

Permission Roles

Permission Group Name

Admin

App Configuration

View App Configuration:

Allows user access to App Configuration sections.

Manage App Configuration:

Allows user to edit values in the App Configuration sections.

View App Configuration - Services:

Allows user to access Services within App Configuration.

Manage App Configuration - Services:

Allows user to edit Services within App Configuration.

Applicant Information

View All Applicants:

Allows user to view all applicants in the pipeline. This user can also assign applicants to their internal groups.

View Applicants Assigned To My Group

Allows user to view all applicants assigned to that user's group.

View Applicants Assigned To Me

Allows user to view all applicants assigned to that user.

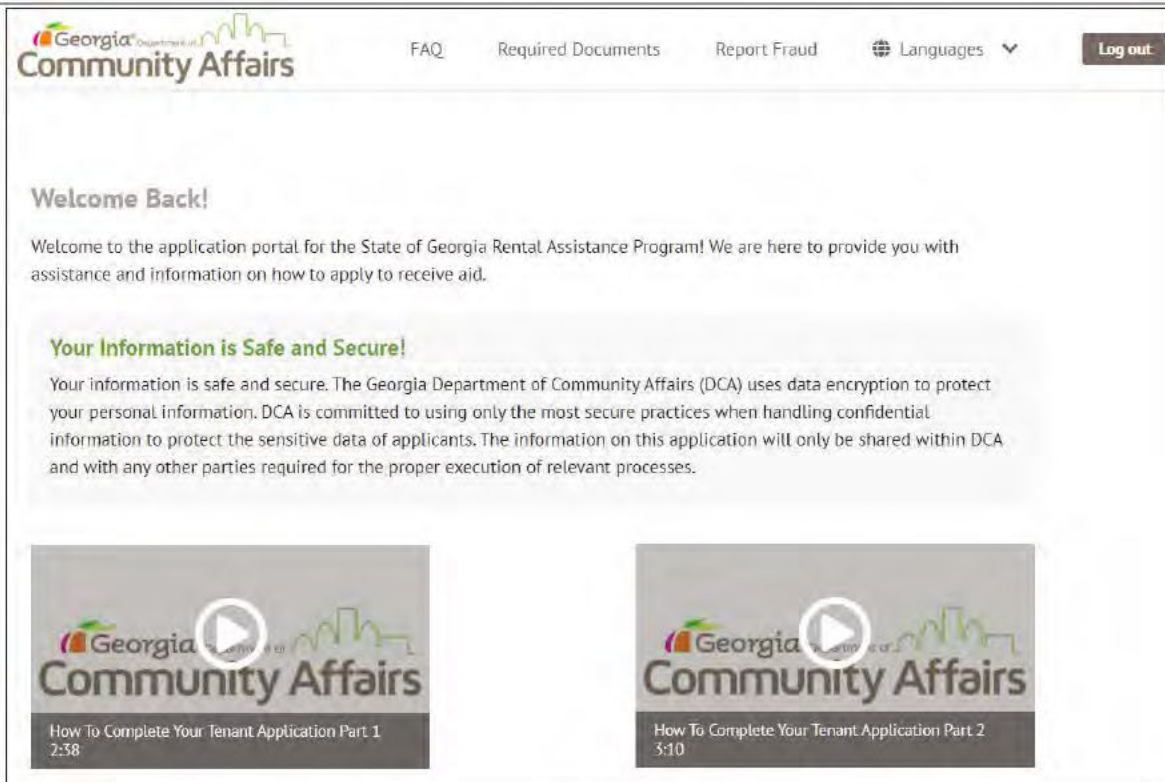
Assign Applicants

Allows user to assign applicants to other user's within their group.

FAQs, User Manuals, Video Tutorials

HOTB solution provides online help through **FAQ section, Video tutorials, User guides** which lets users to get answers to all the common queries faced by them while using the CMS application. All the listed questions and answers that are supposed to be commonly used in some context and pertaining to a particular topic are included in this FAQ or Video Tutorial section as an online knowledge base for self-support. **The Admin Portal** provides flexibility to admin staff to manage content for FAQ section and help videos i.e. authorized staff can add/modify/delete content in FAQ section based on latest queries received.

We also provide detailed online user guide / help manuals which acts as a self-help forum that will include the complete workflow of the system. The step-by-step flow will be defined in the starting from the login page covering all the modules. The simple navigation and the summary of each module which help client users the ease to access the CMS portal. **The solution also features UI overlays, Onscreen help hover-over capability, info tabs, pop-ups to facilitate user access.**



HOTB is proposing SaaS-based, cloud-hosted solution, accessible to users via web and mobile browsers, with no additional plugins or third-party software installation required at user workstation. **We have significant experience in implementing both cloud-hosted and on-premise deployment model.** However, HOTB strongly recommend offsite cloud hosting with following potential benefits. We utilize Microsoft Azure, Amazon Web Services (AWS)

to provide highly available, highly scalable, and secured cloud infrastructure. The flexible data hosting vendors provides global reach, and Agency data will be deployed in agreed locations. **The solution is FedRamp compliant.**

Our tailored cloud-hosted solution will reduce Total Cost of Ownership for Agency.

1. Host your data in any part of the world – Microsoft Azure, AWS
2. Smooth physical data security governance. The data hosting is compliant to global regulations. All industry best practices adopted.
3. Automatically rolling out upgrades and new system features.
4. Eliminating hardware and infrastructure management
5. Reducing audit-related overhead for any data security or other compliances
6. Offering subscription-based licensing that scales based on needs and use
7. Keeping up productivity with nearly 100% server uptime from automated failover
8. Scaling to support any number of users without data center and capital investments by Agency
9. Conforming out of the box to many federal and industry standards
10. Supporting system integration across operating environments and systems
11. Reducing the risk of vendor or technology lock-in

We utilize public cloud however flexible in our approach. The solution is auto scalable to accommodate growing user base of Agency (unrestricted user base and unlimited storage).

5. Provide a description of how the program's success will be measured.

Response: HOTB will discuss in detail on all performance parameters and implement dashboard for real-time viewing. All Agency defined SLAs/KPIs will be configured for real-time reporting.

6. Provide a description of the obstacles, risks and issues.

Response: The key to HOTB's product implementation risk management approach is to identify risks early and to take action as quickly as possible to mitigate their impacts on the project's schedule, cost, resources, quality and scope. We intend to use the following lessons we have learned from previous implementations:

• All project work should closely involve the key planned users of the solution from project scoping to testing to implementation to post go-live training
• Project scope shall be thoroughly vetted prior to project launch
• If integration with key backend systems are required, all connections shall be defined and documented initially and used to support subsequent system testing
• Specific attention and support should be given to change management for increased end user adoption
• Solution training of end-users is critical and shall commence well before project go-live and shall be facilitated by HOTB
• Client must provide active leadership throughout the project in order to ensure planned users recognize the significance of the project and commit accordingly
• Client staff need to be accessible and actively participating throughout the engagement and able to make the necessary decisions to move the project forward in accordance with predefined timelines.
• All relevant backend IT systems (including third party applications) of the client to be accessible for HOTB project team.
• Timely availability of client resources during database installation, app server set-up, network configurations & testing phase etc. as per mutually agreed Project Plan.
• Availability of client team for Knowledge Transfer & sign-off at all stages of implementation
• Client resources should be available for end user testing of the solution from a customer and a client perspective including all final functions and features

HOTB Risk Mitigation Approach

#	Risks	Description	Mitigation Approach
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Risk 1	Timely access to client source systems	If timely access is not provided, it could delay the start of our configuration process resulting in delay to the mutually agreed project schedule	To mitigate this, we create action items with due dates so that everyone is aware and has visibility to the action items so there are no surprises. We will work together with Client project team to ensure we have timely access to the related systems so that we can perform system integration and testing.
Risk 2	Timely decision making	Delay in decisions/approvals may lead to delay in agreed project schedule and will have an impact on project cost, owing to time extension of deployed resources.	To address this potential risk, we create action item log to track pending items with due dates. Log decisions that have been made so that we do not get scope creep at the end of the project. We conduct discussions with the client team and share our industry best practice to help guide their decision-making process.
Risk 3	Third party vendor delay (multi-vendor environment)	Impact on cost and project schedule	As part of our risk mitigation approach, we clearly define project requirements and responsibility between vendors. We document all the task with due dates and manage weekly meetings with the client and other vendors to make sure all tasks are being address in a timely manner. We also conduct ad-hoc meetings with parties to discuss critical items to ensure visibility is brought to the fore front, so that any issue does not impact project schedule and cost.
Risk 4	Timeliness of client testing	Impact on cost and project schedule	We help our client through the testing process by conducting vendor lead User Acceptance Testing (UAT) on our software solution and provide our client with test scripts. We will walk through with Agency team on how to use the test scripts and test our solution so that they can complete their testing within the allocated testing schedule. We also conduct end of day testing calls so that we can address any issue that arises from client testing and can help remedy the situation or provide a fix so that they can continue their testing and complete as scheduled.
Risk 5	Gap in training of internal & external users of our software solution	Not having a complete understanding of our software solution to best utilize the functionalities available for end-users and internal client staff.	We conduct just in time training that focuses on the client's business processes as it applies to our solution. This will help in the retention of the information as we go-live with the implemented software solution so that our clients can better help support their customers and employees. We also provide training materials to our clients and have FAQs that is accessible online for the end-user reference.

7. [Provide a description of successful implementations of similar programs.](#)

Response: Out of multiple implementations, below are the 3 key projects where HOTB has implemented similar software solution:

Vendor Client Reference #1	
Reference Company/Organization Name	Company- RCL Consulting Services of Florida, Inc Program Name- Florida Hardest Hit Fund (HHF) Program
Portfolio	Florida Housing, Grant management, Loan processing, Financial management
Reference Contact Name	Lainie Lowery (President)
Reference Address	2715 Terra Ceia Bay Blvd, [REDACTED] Palmetto, FL 34221
Email	[REDACTED]
Contact's Telephone Number	[REDACTED]
Software System Provided	Case Management System (CMS Platform) designed to administer US grant programs and appropriate funds to approved recipients, manage rental pay services and flexible to address emergency relief funds. The web-based application deployed by HOTB provided: • Application intake • Application routing based on need/urgency • Pre-qualification and application grading based on business/program rules • Document generation to populate forms and disclosures • Payment processing • Data exchange with the top 1,000 mortgage servicers • Reporting and reconciliation Our solution package includes following professional services to State: • Project Management • Solution Engineering, System Integrations • End-to-End System Testing • User Trainings • Data Conversion/data migration/import services) • Documentation (user guides, FAQ, video tutorials, technical specifications) • Software maintenance and on-going technical helpdesk support
Length of Relationship	Contract Award Date - July 2010 Project End Date – 31 st December 2019
Were the project(s) completed on budget?	Yes
Were the project(s) complete on time?	Yes
What went well with the project?	We met all of the federal and state requirements as detailed in the contract. Our reporting modules were beneficial in filing all of the federal and state reports needed for audits and compliance. During the build-out stage we held numerous meetings to go over the project and achieved deadlines in place. We completed the

	project by the deadline even with multiple change orders to the initial contract. Even with a time zone difference there was never a time when HOTB staff was not available. Our solution was used for the entire 10 years of this project. There was never a time that any other company was considered during that timeframe.
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Vendor Client Reference #2

Reference Company/Organization Name	Company- Georgia Dept. of Community Affairs Program Name- Georgia Hardest Hit Fund (HHF) Program
Portfolio	Mortgage Loan, Community Affairs, Grant management, Loan processing, Financial management
Reference Contact Name	Diane Hester (Operations Manager)
Reference Address	60 Executive Pk S, NE, Atlanta GA 30329
Email	[REDACTED]
Contact's Telephone Number	[REDACTED]
Software System Provided	Case Management System (CMS Platform) designed to administer US grant programs and appropriate funds to approved recipients, manage rental pay services and flexible to address emergency relief funds. The web-based application deployed by HOTB provided: • Application intake • Application routing based on need/urgency • Pre-qualification and application grading based on business/program rules • Document generation to populate forms and disclosures • Payment processing • Compliance Reporting and reconciliation • Customer Relationship Management
Length of Relationship	Contract Award Date - October 2010 Ongoing Project
Were the project(s) completed on budget?	Yes
Were the project(s) complete on time?	Yes
What went well with the project(s)?	Timeframes were established and met for grant management websites and updates. Provided cost estimates upfront. Ensured staff availability.

Vendor Client Reference #3

Reference Company/Organization Name	Company- South Carolina State Housing Finance & Development Authority Program Name- South Carolina Hardest Hit Fund (HHF) Program
Portfolio	Mortgage Loan, Community Affairs, Grant management, Loan processing, Financial management

Reference Contact Name	Michele Mahon (Procurement Director)
Reference Address	300-C Outlet Pointe Blvd. Columbia, SC 29212
Email	[REDACTED]
Contact's Telephone Number	[REDACTED]
Software System Provided	Case Management System (CMS Platform) designed to administer US grant programs and appropriate funds to approved recipients, manage rental pay services and flexible to address emergency relief funds. The web-based application deployed by HOTB provided: • Application intake • Application routing based on need/urgency • Pre-qualification and application grading based on business/program rules • Document generation to populate forms and disclosures • Payment processing • Compliance Reporting and reconciliation • Customer Relationship Management
Length of Relationship	Contract Award Date - October 2010 Project End Date – July 2020
Were the project(s) completed on budget?	Yes
Were the project(s) complete on time?	Yes
What went well with the project(s)?	We completed the project by the deadline even with multiple change orders to the initial contract. Our solution was used for the entire 10 years of this project, meeting all system performance, SLAs.

Section C - Budget

Provide a detailed description of the budget required to develop, administer and maintain the proposed programs, including the required staff.

Response: Please refer ‘Exhibit-F – Cost Sheet’ for our pricing proposal. We have provided pricing for both software implementation and consulting services. Basis the scope defined in the RFP, HOTB has prepared cost proposal with certain assumptions. A final pricing can be offered once the initial discovery session takes place – Deviations from the final scope may affect pricing.

Section D – Risk and Fraud Prevention Strategies

Provide a detailed description of the organization’s risk and fraud prevention strategies/plans including monitoring and auditing plans, risk management and detection/prevention/mitigation plans.

Response: Our solution provides real-time data view, red flag mechanism (notifications) to alert stakeholders for any potential fraud and risk events. The solution implements business rules, algorithms to highlight any exceptions. The system is integrated with source systems for data verification.

For business reporting requirements, HOTB propose **Admin portal** that provides visual dashboards (**tabular and graphical representation**), key KPIs across different case management departments, staff interactions and case review functions. No programming, SQL, DBA etc. technical skills are required by Agency staff for business reporting. The solution possesses built-in analytics engine with comprehensive reporting and dashboard capability where staff can run multiple reports on defined pre-build parameters and also generate ad-hoc business reports. We

can accommodate any Agency specified report customizations. These reports are available online as well as in printed form.

HOTB has successful history of 12 years in developing large enterprise software solutions for federal and state governments, housing agencies. We met all of housing agency requirements as detailed in the contract including reporting needs. Our customized reporting modules were beneficial in filing all of the federal and state reports needed for audits and compliance. During the build-out stage we held numerous meetings to go over the project and achieved deadlines in place. The proposed solution provides proprietary algorithms which collect and correlates the data from multiple sources and perform data processing with results published in form of intuitive graphs and charts and tabular format. **Audit-Ready reporting that is available anytime.** All State defined business reports will be provided. The solution is packaged with business Intelligence information for actionable insights to leadership teams, that provides real-time statistics on case records, linked documents, case status, concerned department etc.

Our team would configure all key process indicators (KPI's), operational metrics, compliance reports as specified by Agency. We can also integrate with Agency recommended external systems, BI tools for all desired reports. We do not foresee any challenge in recording and analyzing data from multiple sources. The solution contains customizable report templates to easily align data with reporting standards used by the industry. The interactive dashboards and administrative views in our CMS system allow organizations to supervise entire rental assistance program lifecycle with confidence and transparency. Easily keep track of and manage your incoming applications, user profiles, case status and reviews and much more. The case data is stored and managed from centralized database which ensure real-time information is reflected at all times with no lags.

The solution contains customizable report templates to easily align data with reporting standards used by the industry. The interactive dashboards and administrative views in our case management system allow organizations to supervise entire case cycle with confidence and transparency. Easily keep track of and manage your incoming applications, user profiles, case status and reviews and much more. The case data is stored and managed from centralized database which **ensure real-time information is reflected at all times with no lags.** All data fields are searchable throughout the system. Irrespective of user location, he will always view updated case records. Since all changes are reflected in real-time, user will have no dependency on manual reports and can generate ad-hoc reports at any point of time.

Our platform has **most simplified data retrieval (ad-hoc report generation) interface** that provides powerful context (record)/ data field searching of entire repository in seconds. We offer configurable attributes to quickly locate records by searching the keywords, applying filters, title or type, the name of the document and when it was added into the system.

For user convenience, it automatically performs and displays the most commonly & recently used searches (keyword, field filters, annotation and name) similar to a Google-style toolbar. The portal allows client user to click on search results and directly open the searched record details to view or edit content.

Each electronic report can be exported to various user-friendly formats such as (Excel, CSV, .txt, PDF, etc.). For periodic reports, we can run email scheduler and reports will be sent to registered email addresses of Agency stakeholders.

The dashboard analyzes case history and other characteristics, and automatically filters your case entries by status (in progress, submitted, awarded, declined), generating real-time evaluations. Each case file is assigned Unique ID for tracking along with checklist data to ensure compliance with regulations. All data fields are searchable throughout the system for audit-ready reports.

Payments Processing

The CMS solution is designed, from the ground up, to meet the highly specialized accounting requirements of organization, supporting all grant types, international entities, multi-geography stakeholders. Our underlying system design performs all accounting activities – **Payment Processing, General Ledger, Cash Receipts, General Journal, Budget Preparation, Cost Allocation, Accounts Payable, Timesheet Accounting, Financial Reporting**. CMS solution is designed to handle activity accounting for grant activities. Our solution ensure that funds are used only on approved expenditures by leveraging a strong internal control structure. The accountability to funders to increase grant renewals and develop a reputation as a fiscally responsible organization.

Some of Key Features for Grant Payments, Financial Data Reports

- **Default Payment Scheduling:** Define a default payment schedule that applies to all grants and then adjust the amounts and dates for each grant individually.
- **Viewing Payment Schedules:** View what scheduled payments are upcoming and whether the grantee has met the requirements linked with that conditional payment.
- **Check Requests:** Generate a paper check request for accounting
- **View Scheduled Payment Amount (Annual):** Can view the amount scheduled to be paid out in a given year, including payments for grants awarded in previous years.
- **Schedule-Based Payment Viewing:** Lets you see what payments are due based on a schedule, and whether the grantee has met the associated prerequisite requirements.
- **Third-Party Payee Support:** Supports payments to individuals or organizations other than the primary grantee (for example, fiscal sponsors).
- **Electronic Payments:** Supports ACH payments and wire transfers by storing required information and confirmation codes for successful transactions.
- **Viewing Payments Made:** Lets you see what payments have been made, including amount, date paid, and batch number.
- **Automated Payment Approval Process:** Supports an automated payment approval process with configurable workflow steps.
- **Contingent/Conditional Payments:** Allows for payments to be made contingent or conditional upon a specified grant or payment requirement.
- **Payment Controls:** Lets you configure audit/security controls to ensure that only certain staff can change payment information.
- **Payment Notes:** Lets you include notes on payments, which can be made private for certain users or public for all users to see.
- **Payment Reporting:** Lets you report on payments that carry coding attributes of associated requests, organizations, and contacts.
- **Viewing Payment Schedule Online:** Grantees can view the payment schedule for their award(s) online through the grantee portal. The schedule displays both paid and upcoming payments.
- **Other Payment Issues:** Lets you void payments and place payments on hold as statuses within the system.

Section E – Implementation Timelines

[A detailed timeline for implementation, training and launch of the portal.](#)

Response: Following are the part of the standard project methodology; these are highly configurable and will be customized as per the requirement of Agency:

A. Initiation Activities

HOTB project initiation is focused on launching the project rapidly and gaining sustainable momentum early on for the entire team. Key tasks include:

- Introduction Meeting and Review of Scope
- Resource Onboarding (Security forms, access requests, etc.)

-
- Finalizing team roles and responsibilities
 - Review project methodology and communications plan
 - Base application deployment in demo site
 - Conducting Fit/Gap workshops to finalize business requirements
 - Documenting scope of work

B. Software Configuration

During the Configuration phase, HOTB works in conjunction with the client project team for all integration and configuration activities leveraging our sprint-based methodology for focusing on functionality applicable to each of the final selected modules of the software platform. HOTB will work with the Agency team to finalize the configurations required and integration points for each module. Standard configuration activities for each sprint include:

- Technical Specification
- Integration Service Creation
- Product Configuration
- Data Ingestion
- Unit Testing
- Integration Testing
- Quality Testing

HOTB will generate a Document to cover the project scope and product configurations in detail as part of the initiation phase. HOTB will document the specific product use cases and configurations as part of our proprietary process. The DOU will be reviewed and approved by Agency before HOTB commences work on product configuration to ensure all team members understand the scope and are in agreement. HOTB recommends the creation and maintenance of four environments which HOTB will provide as part of our standard cloud hosting offering. HOTB will provide a Development, Quality Assurance, User Acceptance Testing, and Production environments. HOTB will leverage the Development and QA environments for HOTB activities, while the Agency will utilize the UAT environment for both UAT and training activities. After production deployment, the UAT environment can be designated for additional activities the Agency would like, such as continued training.

C. Business Readiness

Business Readiness activities will be conducted joint with the Agency to focus on the key activities the client currently supports for business and customer readiness, along with recommendations and best practices provided by our team. Readiness includes:

- System Knowledge Transfer (Application and End User)
- Training – Including Train the Trainer sessions
- User Acceptance Testing Readiness
- Organization Change Management and Communication
- Customer Service Readiness

D. Cutover Planning/ Go-Live

Go Live is conducted on a pre-scheduled date and time once all formal approvals are received, including UAT closure and stakeholder approval. HOTB will work with the Agency team to determine the best timeframe with the least impact and traffic on your existing sites. Deployment activities are managed through an approved deployment plan with both the client and HOTB activities defined down to a time frame and specific tasks. Deployment activities include:

- Deployment plan
 - Deployment task list review
 - Deployment Preparation meeting
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- Product Deployment
 - HOTB Production Verification Testing
 - Client Production Verification Testing
 - End to End Validation
 - Mobile App Production Release (if applicable)

E. Post Go- Live

During Post Go-Live, HOTB provides two phases of support. Initially, HOTB offers a 30-day stabilization period which HOTB will retrain the existing project team to support and production issues which may arise. During the User Acceptance Testing phase, HOTB will introduce our Client Success team which will transition to full time support after the stabilization phase. During Stabilization, the HOTB Project Team will work with our leading Success Team to conduct knowledge transition to both the Success Team and Agency staff.

Quality Assurance & System Testing

We follow industry best practices in its System Testing & Validation approach and develop, document and execute test plans during various phases of the project (initial implementation as well as ongoing service enhancements). Our Testing strategy lays high focus on thorough testing from various test and user groups to ensure the product meets our clients' expectations. By monitoring quantity and severity of defects, we are able to identify precursors which may impact future test cycles and overall product alignment to requirements, thus providing indications of quality and/or scope performance.

We recommend at minimum Unit Testing, Integration Testing, System Testing, Quality Assurance Testing, and User Acceptance Testing. Each testing phase must be passed successfully and is considered as an input criterion for the commencement of the following testing phase. The user acceptance testing (UAT) will be conducted primarily by Agency representatives, with facilitation by our team, to ensure that all the functional and technical requirements are in conformance with agreed scope of work.

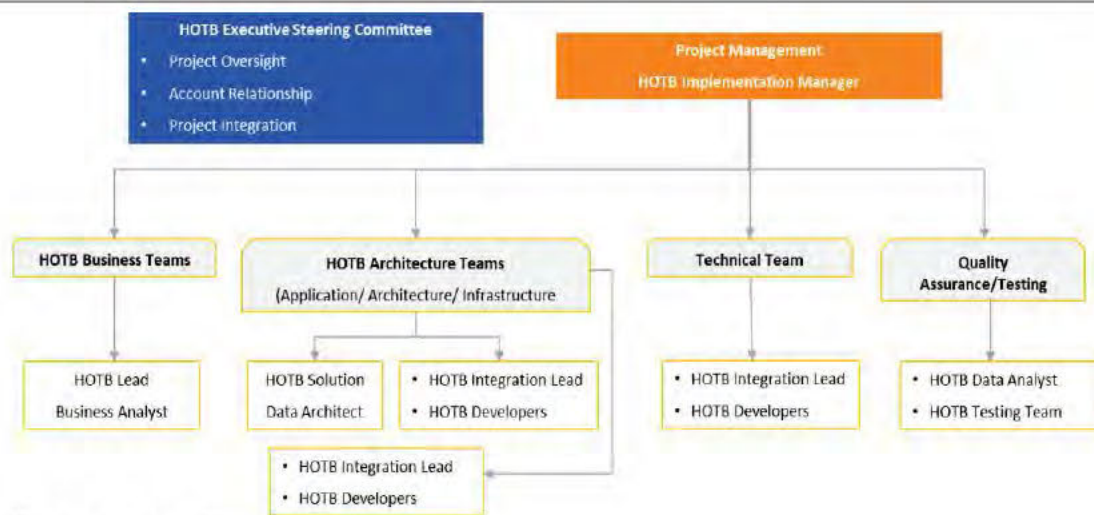
End to End workflow and functional testing conducted by us to ensure all systems are working jointly and the system configuration is adhering to requirements. Integration point focused smoke testing conducted jointly with client team to ensure systems are communicating to each other properly. Our Quality Assurance testing is conducted by our highly skilled Testing SMEs to not only test functionality, User Experience, Application Flow, but also test overall product quality from an end user perspective. We will provide complete assistance to Agency staff and its third-party Quality Assurance auditors (if any) in order to conduct quality assurance activities on the Project.

Section F – Proposed Staff

Provide a detailed description of the staff required to implement and support the proposed program including:

1. A current and proposed organizational chart.
2. A description of key staff and their related experience.
3. A description of external resources, third parties, and/or business partners required for implementation and management of the proposed programs. Included should be a brief description of the roles, responsibilities, and expertise of the third parties/external resources.
4. A description of external agreements or business relationships that have an impact on the proposed programs.

Response: HOTB understands the importance of expertise of personnel assigned to this engagement and their availability for the entire project term. It is our utmost focus and preference to deploy individuals who are most familiar with the current business processes, systems, and landscape of Housing services, Grant Management, Rental Assistance/Relief Fund. Our project team has worked on similar software implementations and Homeowner program administration and well-versed on US compliance standards, federal and local government regulations. **Please refer 'Appendix 3- Project Team Resumes' for detailed professional and educational background of**



our software implementation team.

Software Implementation Team

HOTB project team members will be available on-site during the blueprint, design phase, testing, implementation, and post go-live as required. HOTB entire project team that includes sales team, project manager, developers, trainers, testing team are based out of **Irvine (California)** and open for travel to targeted Agency locations as required. HOTB nominates **Eric Dye as Project Manager** for this engagement. Eric will have overall responsibility for end-to-end project oversight of the implementation.

Team Member Name	Role in Project	Experience (Yrs.)
Jimmy Puccini	VP- Sales	15+
Jason Connolly	President- Delivery Lead	20+
Eric Dye	Project Manager	12+
Billy Pruden	Frontend Development Manager	15+
Stefan Woskowiak	Lead Architect	10+
Mike Firoved	Development Operations and QA Manager	30+

HOTB' client communication and project governance approach are based on an **agile focused methodology** with periodic project manager and other stakeholder calls of both parties. HOTB anticipate our Project Manager will be in regular contact with Agency SPOC as needed to ensure ongoing and timely communication to contribute to the project implementation success.

HOTB will additionally provide weekly status reports of progress, upcoming key milestones, and any risks or issues which may impact the project progression. The **project manager will coordinate and communicate all aspects of the implementations** with Agency team, provide the first line of support as and when needed, providing:

- Weekly project status reports,
- Monthly accrual against estimates,
- Creating and maintaining a project plan and making sure the project keeps on schedule (including milestones),
- Tracking action items and ensuring appropriate resources are provided and managed.
- Coordinating with the project stakeholders,
- Team communication,

- Project risks management,
- Schedule adherence,
- Budget tracking,
- Issue resolution
- Project delivery

For consulting services, HOTB is leveraging US-based RCL organization.

RCL- CONSULTING AND MANAGEMENT BACKGROUND

RCL Consulting Services of Florida, Inc (RCL) is a consulting and program development corporation. RCL has knowledge and experience in loan origination, program application funding, technical assistance, regulatory implementation and on-site client services. Our staff has over 17 years of experience in the affordable housing field. This corporation also has a vast array of customers from developers to local government agencies and has been successful in gaining over \$40 million of funds to promote affordable housing not including the more than \$10 million obtained by assembling loan packages for over 270 buyers applying for Florida Housing Finance Corporation's Home Ownership Pool (HOP) Program.

With knowledge, experience and expertise in a variety of programs and administrative functions, RCL has ensured program compliance to its customers with state and federal statutes and administrative code. The product area of this proposal is a mix, which includes Regulatory Development, Loan Origination, Data Management, Pre-Compliance Monitoring, and Relationship Management.

RCL has the experience of delivering and administering U.S. Treasury's Hardest Hit Fund (HHF) Program, Department of Housing and Urban Development's Home Investment Partnership Program (HOME), State of Florida's Home Ownership Pool (HOP) Program, State Housing Initiatives Program (SHIP), Housing Assistance Program (HAP), and Pre-Development Loan Program (PLP), Federal Home Loan Bank Affordable Housing Program (AHP), and working with Rural Development 502 Direct Funding. RCL consults with local governments in composing plans and procedures for administering their local funds, conducts pre-compliance reviews, monitoring the requirements of the Davis-Bacon Act and provides technical assistance to the local governments, eligible sponsors, HOME approved service agencies.

SKILLS AND MANAGEMENT SUMMARY

• Regulatory Development • Strategy Development and Implementation • Accounting and Financial Management • Data and Fiscal Management • Performance Analysis • Budget Administration • Performance Reporting • Federal/State Lending Regulations • Building Partnerships	• Pre-Compliance Monitoring • Relationship Development and Management • Technical/Loan Servicing Assistance • Marketing and Public Relations • Resource Development • Community Education (Homebuyer Counselor/Trainer/Tenant)	• HOME Homeownership Federal Funds • State Housing Initiatives Partnership (SHIP) Funds • HAP (Homeownership Assistance Program) • PLP (Predevelopment Loan Program) • Federal Home Loan Bank • Rural Development 502 Direct Loan
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PROFESSIONAL EXPERIENCE

Administrative Functions:

- Give support to the Housing Advisory Committee/Council, the eligible sponsor and the Housing and Community Development staff.
- Research of program policy, fund regulations and applicant information as needed

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- Advertise and market to the targeted population on the funding availability and activities of the funding programs through public notices, press releases, a newspaper of general and local circulation, and other forms of advertisement to inform the public of affordable housing funds.
 - Attend, participate and facilitate workshops, public hearings, trainings, quarterly Florida Housing Finance Corporation steering committee meetings, and Florida Housing Coalition training and certificate programs and other activities relating to the positive production of affordable housing.
 - Work with local governments composing, revising and researching the comprehensive plans of the area and state, local plans and procedures manual and additional developer application enhancement for competitive funds within a local jurisdiction funding cycle.

Regulatory Development:

- Administrative functions to prepare, amend, revise and administer the SHIP Local Housing Assistance Plan (LHAP) as provided by Section 420.907-9079, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code, administration, development and advisement of 24CFR part 58 and 92, research and revise the housing element of the Comprehensive Plan and additional direction from the advisory committee/council.
- Receive, review and evaluate completed income qualified applications for thoroughness and completeness as required by state, city/county, federal and each funding source governance requirements. Any questions pertaining to the application can be directed to RCL for guidance and resolution.
- Administer and provide homebuyer classes to eligible applicants and work closely with consumer credit counseling agencies to ensure applicants with less than perfect credit are approved for homeownership.

Data Management:

- Monitor, comply and track each funded housing strategy with state-of-the-art data collection technology to ensure all program guidelines are being met; public and private leveraged dollars and all SHIP funds are encumbered and expended on time as required by program statute and rule. Also, administer and comply with local guidelines for bid requests, inspections and other various needs within the affordable housing arena.
- Track, reconcile and balance the SHIP local housing trust fund on a quarterly, monthly or weekly basis and provide a current status report of fund availability and set aside requirements in order to maintain compliance with SHIP governance.
- Prepare, balance and generate the SHIP Annual Program Report due to the Florida Housing Finance Corporation on September 15 of each year. This report will contain up to date financial information on three funded fiscal years in accordance with the SHIP governance.
- Monitor, review and correct all the requirements of federal dollars in accordance with the Davis-Bacon Act.

Loan Origination:

- Assemble and package loan applications to include required documents as detailed in the rule governing that loan product. That includes but is not limited to: application, supporting verification documents for income and asset, appraisals, purchasing contracts, construction contract w/plans and specs, pro forma, credit evaluation, and any letters of explanation to cure any package deficiencies or needed for clarification.
- Administer technical assistance to all parties and partnerships with which the county has a working relationship. Technical assistance will be provided on the governance, guidance, and management of program funds, regulatory requirements, set-aside stipulations and file maintenance.
- Application processing and management for other public competitive funds provided through Florida Housing Finance Corporation or other funding sources.

Pre-Compliance Monitoring:

- Provide assistance and guidance on file maintenance and management for each funding source to ensure compliance with regulatory guidelines.
- Financial management of all program funds.
- Provide tracking activity of encumbered, expended and program allocated funds for compliance monitors to review prior and during the compliance review process.

Relationship Management:

- Review, recommend and establish the client with a working relationship with inter-local entity partnerships for implementation and leveraging of funds with other state and federal programs for the purpose of achieving safe, decent, affordable housing for very low, low and moderate income households.
- Build partnerships with other local government officials and program administrators to enhance, promote and foster affordable housing relationships within the state.
- Generation of a quarterly “Success Stories” newsletter. This newsletter will focus on the current events of the housing and community development successes within the local area.

Section G – Pricing Proposal

The proposal should include start-up costs, per unit transaction fees, annual fees, data storage/access cost and any and all fees involved in the implementation of the web-based portal.

Response: Please refer ‘Exhibit-F – Cost Sheet’ for our pricing proposal. We have provided pricing for both software implementation and consulting services. Basis the scope defined in the RFP, HOTB has prepared cost proposal with certain assumptions. A final pricing can be offered once the initial discovery session takes place – Deviations from the final scope may affect pricing.

Section H – RFP Terms & Conditions

The bidder must include a statement acknowledging the vendor understands the requirements of the RFP, including the RFP attachments and appendices, and accepts the RFP terms and conditions.

Response: HOTB team has read through and confirm acceptance to all terms and conditions with no exceptions proposed.

Section I – Compliance Requirements

Additionally, a vendor should be prepared to demonstrate they can meet the requirements presented in this RFP including:

They are a financially viable organization in good standing.

Response: HOTB is a privately held company. HOTB considers this information confidential. HOTB will separately provide financial documents available for inspection. HOTB is financially sound organization with no bankruptcy or insolvency proceedings reported during its business journey. We have successfully contracted with some of the largest enterprises in past and are confident of providing the information that Agency needs, to review the financial capability of our company. **Our DUNS# 003419217.** HOTB will provide financials or proof of credit lines.

They meet applicable compliance requirements, including but not limited to regulations and laws as set forth by HMFA, State of N.J., and the U.S. Treasury.

Response: HOTB solution complies.

The web-based software is fully capable of providing the necessary services to implement and support the key elements of the HAF Programs, and such other like programs that may follow pending funding availability.

Response: The proposed CMS platform is one-stop web application that address all functional and technical niche requirements of Agency.

That the proposed software complies all with the following housing-based regulations: Truth in Lending, Homeownership and Equity Protection, Federal Trade Commission, Equal Credit Opportunity, Fair Housing, Fair Debt Collection Practices, Real Estate Settlement Procedures Act, and Gramm Leach Bliley Act.

Response: HOTB proposed solution complies.

They meet the following Processing Service requirements including, but not limited to:

- o They have a consumer-based processing operation and the ability to handle proposed program volume.
- o They have an experienced staff and management team with the capability of rapidly scaling staff to meet various levels of activity under the program.
- o They have the capability to work with all stakeholders critical to the proposed programs (for example; auditors, servicers, counselors, etc.).
- o They will meet all audit and compliance requirements.
- o They will meet all program data and reporting requirements.
- o The vendor can securely track, manage, and report data as required by U.S. Treasury and HMFA
- o The vendor demonstrates that the proposed programs and solutions proposed will meet all requirements defined in the RFP.

Response: HOTB confirms compliance to all above.

Technical Requirements

Cloud Services - application and data maintained outside of NJHMFA managed infrastructure:

1. Security
2. Data Confidentiality and Security

Response: Based on user login credentials, system identifies user's access rights, permission settings and accordingly provide personalized view. The information displays, and dynamic screen views, document access, module access, workflow actions, system features, business reporting are specific to each user or user group. The user is identified using login credentials uniquely mapped in database.

We offer **granular permission settings** in each data field, reporting documents, modules, files, folders, and workflows, to meet and exceed your data security and privacy requirements. The Admin Portal tracks and logs/timestamp every user activity, changes in the system. These access rights will applicable on user account irrespective of hardware, geography, device being used to access the CMS account. This way user will only see application data made accessible to them. **The admin staff can assign customized access rights to each user or user group.**

- **View & Download Access:** User can view and download all grant application documents and information.
- **View, Edit, & Submit:** User can add vendors, documents, enter contracts etc. as well as view and download all documents and information.
- **Approver:** User can approve grant applications, contracts as well as view, download, edit, and submit documents.
- **Super User or Administrator:** User can change delegations, restrict or provide access, add users, as well the permissions provided for Approve access.

The Role Based Access Control (RBAC) functionality enable authorized admin staff to create, grant and revoke role and permissions. The changes are reflected in real-time.

The solution is ADA compliant (Americans with Disabilities Act Standards) and adopts WCAG principles. Our software development team continue to lay focus on accessibility features and integrate new technological tools for alternative methods of data access. Intent is to make sure all electronic content generated at our CMS software solution is accessible to all users regardless of disability. For examples screen magnifiers, text to speech, video and audio captions, keyboard controls etc. HOTB team is fully aware of Section 508 compliance.

Given our experience with several US government entities, we have met all minimum-security requirements of clients. Our robust system audit how many times the data set was accessed and downloaded and protect against all known vulnerabilities. All our solution is regularly scanned and tested using industry leading vulnerability scanners for vulnerability's such as SQL injection, XSS, CSRF and other OWASP Top 10. Audit report would be provided to Agency security team. Application vulnerability information is communicated to the clients on a regular basis.

We have robust incident management framework to address any production issues including application vulnerability. We perform periodic vulnerability scanning at a network, host, application and OS level so that any threat can be quickly detected and patches can be applied with minimum vulnerability. **We can provide SOC 1 (SSAE16/ISAE 3402) Type 1 and /or Type II audit reports.**

All data is stored within US geography on cloud infrastructure (AWS and Microsoft Azure leveraged). The application and database access are separated using logical separation. The Agency data and user receiving any service will be physically and logically separated in the database. We support multi-tenancy and data is separated using dynamic role-based access control. Our solution controls user-specific access to application data fields, data screens based on user's role in Agency operations. Basis user ID, system identifies user group it belongs to and personalized data display is provided accordingly with assigned access rights. The solution **supports multi-factor authentication** such as email validation, OTP confirmation, login password, token-based authentication for web services.



To meet security standards, below principles of defense-in-depth incorporated:

- Authentication and password security
- Demilitarized zones (DMZ)
- Data-centric security
- Encryption
- Firewalls (hardware or software)
- Hashing passwords
- Intrusion detection systems (IDS)
- Logging and auditing
- Multi-factor authentication
- Vulnerability scanners
- Sandboxing

We have never witnessed a data breach in our business journey. Having said that, we have documented process in place for escalation mechanism in case of such event. We will assign employee who shall serve as the Agency primary security contact and be available to assist the State twenty-four (24) hours per day, seven (7) days per week

as a contact in resolving obligations associated with a Security Breach. Automated notification processes offered to notify our internal staff and client resources in the event of a breach. All Federal, State, local security guidelines are met. Our R&D team keeps a check on new security vulnerabilities, updates on government or industry regulations and security patches are applied on ongoing basis to ensure data integrity and user privacy.

HOTB restrict access of system information to those employees who need to know such information in order to effectively provide its products and services to clients. Safeguards are designed to authenticate and permit access only to authorized individuals and to restrict other employees and non-employees from entering certain offices, computer facilities, and records storage facilities. Dual control procedures (i.e., a security technique that uses two or more persons equally responsible for protecting information that neither can access alone), segregation of employee duties, employee background checks, and audit trails are considered and implemented as appropriate for employees with responsibility.

Data in our system is encrypted at rest and in transit to protect data privacy and user information (PII).

The solution restricts the quantity and type of data that can leave the system for security reasons. Following measures adopted:

- All data is either exchanged over SSL or using secured FTP.
- Our platform solution uses AES 256-bit encryption to store sensitive data in database.
- Data exchange between Server and mobile/web clients are encrypted using 256-bit AES encryption and SSL is used for additional security layer.
- Old achieved data is shared with client and deleted beyond archival policy.
- Token based authentication is used for web services.
- All application and database servers are behind firewall in DMZ and are accessible via proxy and load balancer.

The solution stores and exchanges highly sensitive information at times. The type of information is defined in the Information Categorization Policy and Procedure. Encrypting that data while in transit or at rest is a critical step toward ensuring that the data remains secure. This policy provides a guideline on how encryption is used to achieve security of the data. We use a combination of communication encryption and data encryption technologies to secure transactions and customer data while in transit and storage. **Proven, standard algorithms such as DES/3DES, Blowfish, RSA, RC4, SEAL and IDEA should be used as the basis for encryption technologies.** These algorithms represent the actual cipher used for an approved application. For example, Secure Socket Layer (SSL) uses RSA encryption. Symmetric cryptosystem key lengths must be at least 128 bits. Asymmetric crypto-system keys must be of a length that yields equivalent strength. The key length requirements are reviewed annually and upgraded as technology allows.

HOTB ensure all logs are encrypted using AES-256. The solution does not store any personally identifiable Agency information for any time longer than required by client and the requirements of this RFP. It is our policy to never share, rent, trade, or sell data of its clients or their customers under any circumstances. In the event of data archival or contract termination, a certificate of Data Destruction will be provided to Agency as verification. Our process includes full audit reports for all data destroyed. We can provide relevant data in DB dump, .SQL format, text delimited or xml format.

Hosting and Backup Services

Response: HOTB is proposing SaaS-based, cloud-hosted solution, accessible to users via web and mobile browsers, with no additional plugins or third-party software installation required at user workstation. **We have significant experience in implementing both cloud-hosted and on-premise deployment model.** However, HOTB strongly recommend offsite cloud hosting with following potential benefits. We utilize Microsoft Azure, Amazon Web Services (AWS) to provide highly available, highly scalable, and secured cloud infrastructure. The flexible data hosting vendors provides global reach, and Agency data will be deployed in agreed locations. **The solution is FedRamp compliant.**

Our tailored cloud-hosted solution will reduce Total Cost of Ownership for Agency.

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- Host your data in any part of the world – Microsoft Azure, AWS
 - Smooth physical data security governance. The data hosting is compliant to global regulations. All industry best practices adopted.
 - Automatically rolling out upgrades and new system features.
 - Eliminating hardware and infrastructure management
 - Reducing audit-related overhead for any data security or other compliances
 - Offering subscription-based licensing that scales based on needs and use
 - Keeping up productivity with nearly 100% server uptime from automated failover
 - Scaling to support any number of users without data center and capital investments by Agency
 - Conforming out of the box to many federal and industry standards
 - Supporting system integration across operating environments and systems
 - Reducing the risk of vendor or technology lock-in

We utilize public cloud however flexible in our approach. The solution is auto scalable to accommodate growing user base of Agency (unrestricted user base and unlimited storage).

Business Continuity

Response: We offer multiple data centers with ability to **host redundant cloud infrastructure** to protect data against accidental loss, destruction or damage. For disaster recovery during system breach or failure, natural calamity, HOTB recommends DR site located away from Hosted site. Data can be replicated from Main hosted site to a DR site and recovered according to the Site Recovery plan. **HOTB also offers “Hot sites” and “Round Robin” Active/Active sites for application availability.** HOTB will provide BCP documentation with mutually agreed RTO timelines, identify critical data and functionalities.

- Recovery Point Objective (RPO): Defined through automated backup architecture, up to 24 hours.
- Recovery Time Objective (RTO): Defined through highly available server architecture, typically less than 15 minutes.

Disaster recovery is achieved through a combination of infrastructure as code leveraged through terraform, nightly database snapshots, and a continuous delivery pipeline. The central piece of the application is backed up nightly via highly available image snapshots of the database.

- Nightly snapshots along with the highly available nature of a multi-availability zone deployment give the database the ability to perform point in time recovery on its core production database.
- Terraform scripts which define the entire production environment in HCL (HashiCorp configuration language) allow the rapid creation, modification, and renewal of all existing infrastructure.
- The continuous delivery pipeline is implemented via CodeDeploy and custom-written software and is additionally defined in HCL and can be created, modified, and renewed through terraform.
- The pipeline gives the production environment the ability to rapidly build and release quality-assured versions of each microservice across the production environment.

In the highly unlikely case of total infrastructure failure due to outages, the entire production environment can be replicated rapidly across different datacenters to provide instant application recovery of any existing production-ready version of the application along with its corresponding database state. We have documented business continuity plan (BCP) approach tailored to meet each client requirement. Sample Disaster Recovery documentation can be shared in subsequent discussion with Agency.

System Testing

Response: We follow industry best practices in its **System Testing & Validation approach** and develop, document and execute test plans during various phases of the project (initial implementation as well as ongoing service enhancements). **Our Testing strategy lays high focus on thorough testing from various test and user groups to ensure the product meets our clients’ expectations.** By monitoring quantity and severity of defects, we are able to identify precursors which may impact future test cycles and overall product alignment to requirements, thus providing indications of quality and/or scope performance.

HOTB recommends the creation and maintenance of four environments which HOTB will provide as part of our standard cloud hosting offering. HOTB will provide a Development, Quality Assurance, User Acceptance Testing, and Production environments. HOTB will leverage the Development and QA environments for HOTB activities, while the Agency will utilize the UAT environment for both UAT and training activities. After production deployment, the UAT environment can be designated for additional activities the Agency would like, such as continued training.

We recommend at minimum **Unit Testing, Integration Testing, System Testing, Quality Assurance Testing, and User Acceptance Testing**. Each testing phase must be passed successfully and is considered as an input criterion for the commencement of the following testing phase. The **user acceptance testing (UAT)** will be conducted primarily by Agency representatives, with facilitation by our team, to ensure that all the functional and technical requirements are in conformance with agreed scope of work.

End to End workflow and functional testing conducted by us to ensure all systems are working jointly and the system configuration is adhering to requirements. Integration point focused smoke testing conducted jointly with client team to ensure systems are communicating to each other properly. Our Quality Assurance testing is conducted by our highly skilled Testing SMEs to not only test functionality, User Experience, Application Flow, but also test overall product quality from an end user perspective. We will provide complete assistance to Agency staff and its third-party Quality Assurance auditors (if any) in order to conduct quality assurance activities on the Project.

We perform following system testing as applicable.

1. Unit Testing

Unit Testing is done as part of the programming phase of the Project. It is performed after the coding changes are made and before the code is delivered to any other group by the developers. Unit testing is done to validate that the code supports functional and technical requirements or corrects an incident. Our Testing team will provide recommendations and support to the development team during unit testing.

2. Integration Testing

Development Testing in which software and/or hardware components are combined and built together and then tested progressively until the entire system has been integrated. This testing will be performed by our business analyst in the deployed Dev environment. The Testing team will provide recommendations and support to the development team during integration testing.

3. Smoke Testing

Smoke testing is the first high level testing that is performed when new code is delivered to the Dev environment when the application has matured and for all deploys to SIT and UAT. This testing will hit high-level functionality that will determine if the build received will be used to continue and complete the scheduled cycle of testing that is planned. Scripts as well as exploratory testing can be used for this phase and is dependent on timeline.

4. Functional Testing

Check the interaction of related components to validate they function correctly in terms of data and message flow, and that components work together to meet functional requirements. The Testing team would verify and confirm the interaction of components to validate that they are functioning correctly and satisfy functional requirements.

5. System Testing

Based on overall requirements specifications; covers all combined parts of a system to validate that specifications have been properly implemented and assembled. The Testing team would check that the overall solution meets the requirement definition, as specified by the Functional Overview Documents. The testing team would perform a

thorough validation of the system and all combined parts to verify the overall solution meets the requirements and specifications defined.

6. Exploratory Testing

Exploratory testing is the least formal of test methods. It is performed with improvisation, and the tester seeks to find defects and improve the test model by identifying additional scenarios not covered in the current test model. It contrasts to functional and regression testing that looks for a specific issue with detailed reproduction steps, and a clear expected result. Exploratory testing is a supplementary form of testing and is not a replacement for scripted testing enhancement or regression testing. Exploratory testing can be performed by any member of the team that has functional knowledge of the application, including testers, business analysts and developers. Any team members involved in exploratory testing should adhere to the following rules:

- No test cases, checklists, or pre-determined workflows should be followed.
- Exploratory testing should happen in parallel with scripted manual and automated testing.
- Additional test scenarios found during exploratory testing that are not covered in the documented test scripts and test cases should be added to the test model.
- Testers are assigned as module owners based on their functional knowledge of the application. It's the module owner's responsibility to conduct exploratory testing on their respective modules during test cycle execution. This will validate that the tester is up to date on the module that's assigned as well as validate defects are not being missed.

7. Limited Regression Testing (previously passed scripts)

The Testing team would perform a defined and documented amount of re-testing during fix cycles or modifications of the software or its environment. This validates that all code that is at risk for impact has been identified based on the code being delivered in fix cycles.

8. System Integration Testing (SIT)

The objective of System Integration Testing is to confirm that the working applications, or groups of components, work together and meet the functional and technical requirements of the program. SIT is performed to validate that the front-end systems communicate both upstream and downstream with other applications or vendor software. Batch interfaces test that job streams flow properly. Online interfaces test that conversion, streams and dialogues flow properly. SIT requires multiple applications, some of which may be external to the modified programs, as part of the project. The scope for this testing phase will include existing application functionality testing. SIT verifies:

- The technical integration to validate that all applications have end to end connectivity
- Functional integration to confirm that functional requirements have been implemented across applications
- The integration of new, changed, and existing systems that may be impacted by change

9. Network Certification Tests

The Network Certification tests will help determine the impact of the application on the network. The TPM will help to ensure that all required tests have successfully been performed prior to production implementation.

10. Security Penetration Tests

The Security Penetration Tests will determine the likelihood that an attacker with access to the internet could compromise the system. These tests will be executed after a successful round of System Testing has occurred.

11. Vulnerability Assessment Tests

The Vulnerability Assessment Tests are automated scans of the project's servers for security violations and for any vulnerability that may lead to system compromise.

12. Performance Tests

The Performance tests will help verify that the solution performs under expected and peak load conditions, and that it can scale sufficiently to handle increased workloads. We will first conduct performance tests following the SIT Test Phase.

13. User Acceptance Test (UAT) – Client Performed Testing

The goal of User Acceptance Testing is to test business processes to validate they operate correctly and meet the requirements. Completion of this test marks the client's acceptance of the code base and will initiate package and delivery activities to production. Receiving formal sign-off of the business solution is a by-product of this phase. UAT verifies new user procedures and business processes as well as verification that solutions function according to business requirements. Defects will be formally tracked. The role of our staff in UAT will be primarily that of support in the form of defect triage, defect correction and participation as needed in defect review meetings.

Data Replication

Response: HOTB solution complies.

Application Maintenance

Response: We have developed the CMS software to be scalable and hosting is also designed with backup and redundancy in mind to ensure uptime. The cloud infrastructure supports unrestricted data volume, user count. HOTB solution has demonstrated capability to manage mentioned user count and more. **The solution can effectively manage demand spikes and concurrent usage.**

The production environment can serve application requests from multiple physical data centers in different geographical locations. The high scalability of the application provides a smooth user experience in times of peak traffic via automatic horizontal scaling. The solution is cloud hosted and we can quickly add resources to improve system performance. We use 24x7 manual and automated monitoring to ensure that application performance is not impacted and take proactive measures to avoid any potential system impact.

The online content is available on the portal 24x7, irrespective of weekend/holiday, supports unrestricted user count. We maintain 99.99% system uptime. We use high availability and failover to maintain server uptime with proactive monitoring of site uptime. All traffic is routed to failover during maintenance window.

Planned System Maintenance

The Agency stakeholders will be **notified through emails**. The Planned system maintenance windows are mutually agreed upon with the client at the start of a project implementation and are scheduled for **up to 12 months in advance**. Whenever possible, HOTB will attempt to schedule planned system maintenance to coincide with your IT system maintenance window. There may be some instances where updates may be required immediately or within a very short timeframe to maintain the security or functionality of the HOTB application and services. In such cases, HOTB will notify the Agency designated Point of Contact of an unplanned system maintenance requirement and will work with the staff to roll out the necessary changes during the earliest, mutually favorable time. **Any planned server downtime will be coordinated and approved with a minimum of 5 business day notice.**

Technical Helpdesk Support

HOTB will provide 24 hours email and web support throughout the duration of the implementation and post go-live support period. Please refer '**Appendix 2- Standard Support and Maintenance Plan**' for detailed explanation of our ongoing technical support services.

Live technical helpdesk support is available 8am to 5pm PST, however actual support hours will be mutually agreed with Agency team. Incident reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year. To report an incident, visit help.hotbsoftware.com, email support@hotbsoftware.com, or call toll free (877) 636-1691.

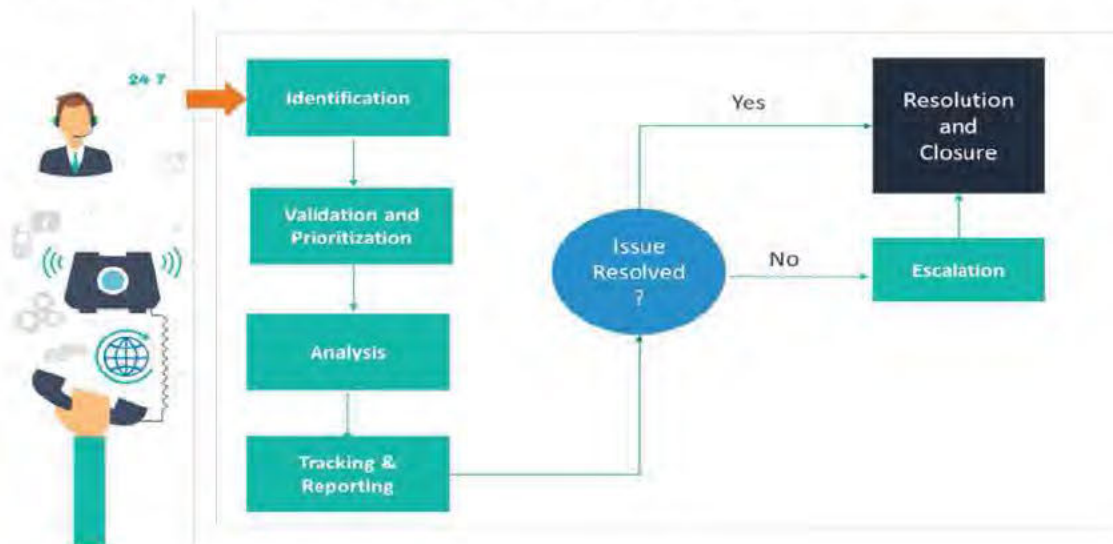
HOTB leverages a **web-based ticket tracking portal to document, log, and manage pre and post-production support incidents/defects**. We have a complete online ticketing system, online chat / video along with co-browsing

and level - 2 call center support available for our clients to address incident management. Our HOTB customer success director is available for any immediate attention if an emergency arises to address any client related issues. HOTB helpdesk team will manage/monitor and resolve to any production incidents, technical issues, system downtime, bug/defect resolution or enhancement releases. We provide end-to-end remote support for incident resolution. **For any dependency on Agency personnel, HOTB will notify the same on case-to-case basis.**

The Agency teams will have full access to all service requests along with resolution and status at all times via online web application (ticketing system-24x7). **HOTB will respond to each incident based on the incident priority level.** An incident resolution will indicate that the issue has been addressed and resolved pending confirmation from HOTB designated point of contact. If for any reason Agency staff is not satisfied with the resolution, your team may request the issue to be re-opened. The level of priority and resolution time will be determined based off the following escalation classifications. The final SLAs will be mutually agreed.

Priority Level	Description	Initial Response Time
Severity 4 – Critical	Catastrophic Failure – all work has halted, or a work stoppage is imminent. The application system is unavailable or unusable.	1 Business Hour
Severity 3 – High	Application Inoperable/Data Corrupted – an application in the system is not working or has limited capability and the problem significantly impacts the customer. Or, data is corrupted, and work must be stopped to avoid further corruption/loss of data.	1 Business Hour
Severity 2 – Standard	Feature not working as documented – application issue that can impact the user that does not stop the user from performing daily business for which there is a reasonable workaround.	8 Business Hours
Severity 1 – Low	Informational Question/Cosmetic Issue – problem/question with day-to-day operational issues, cosmetic problem with user interface, error in documentation.	3 Business Day
Severity 0 – Trivial	Password resets, how to download, feature explanation, etc.	N/A

HOTB's support and escalation procedures include multiple levels of engagements in order to effectively solve a troubleshoot problem that may come up with the system during its use.



1. Identification- This stage focuses on identifying any issues with the program the user may be having. After the issue is identified, it is reported to HOTB's Customer Service Department. Once the report has gone through, a ticket will be created in the system which notifies our Quality Assurance (QA) Engineer of the problem. From there, the QA Engineer will validate the issue and prioritize its importance.

2. Validation and Prioritization- This stage focuses on recreating the reported issue and document the exact instances in which the problem occurs. During this process, the QA Engineer is responsible for documenting the issue, the steps required to recreate the issue, and assigning a development resource team member to the case. During this phase, an Escalation Manager is also notified of the issue to monitor the progress to ensure that the issue is being resolved in an efficient and timely manner.

3. Issue Analysis- This stage focuses on the development resource team member isolating the portion of the code that led to the problem presented. In the process of doing so, the development resource member will determine what corrective measures are necessary, the amount of effort necessary, and the estimated time it would take to completely resolve the issue so that the program can be used effortlessly. During analysis, the Escalation Manager also notifies an Operation Manager to help assess the progress of resolving the issue.

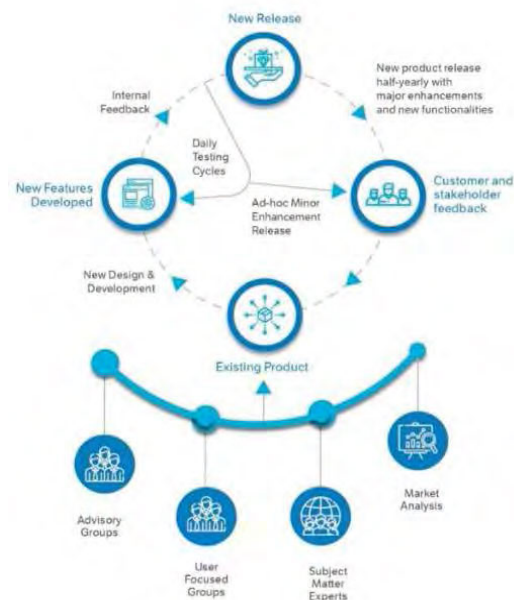
4. Tracking and Reporting- This stage focuses on client involvement to ensure the client is kept up to date with the status regarding the resolution of the issue. Either the Operation Manager or the Escalation Manager will contact the client to provide a detailed run down of the root cause of the problem, the current status of resolution, and an estimated date of completion in which the client can expect the issue to be resolved.

5. Escalation- This stage focuses on the oversight of resolving the issue at hand. HOTB prides itself in providing efficient resolution to problems to ensure that the client experiences the least amount of interruption to their daily use of our system.

Software Upgrades, Product Enhancements

We have an **internal and external customer advisory process** where we engage with our clients and partners to get their feedback related to our CMS software solution. This advisory process includes monthly knowledge sharing and feedback discussions. We conduct annual user groups with key partners (both national & regional) to address the core challenges.

HOTB follow a structured system maintenance and upgrade schedule, release major new features and functionality into the product every six months. However, minor enhancements service packs, critical upgrades, security patches will be added on an ongoing basis. We proactively work towards software enhancements and developments based on client requirements, industry requirements, market needs, inputs from subject matter experts, advisory group etc. and accordingly establish its product roadmap along with associated criticalities & priority levels. We have a focused product roadmap that is published regularly and made available to our clients.



The software updates, patch or enhancements, are deployed by our technicians with prior notice to the designated Agency representatives. Any server downtime will be coordinated and approved with a minimum of 5 business day notice. Emergency or security patches will be applied with a target of 1 business day notice, assuming Agency resources are reachable. Below is our upgrade schedule:

- Security / Product Defects – Ongoing

-
- Minor Release – Every Month
 - Major Release – 6 months
 - New Product Feature Release – Depend on Product User Group Feedback
 - Number of Prior software release supported – With release notes but all our products are back version compatible

Complete release notes are provided with supporting documents on new functionality, application workflows, tailored to each client. We will assist Agency staff with questions and provide technical assistance post system upgrade. For every new release/upgrade cycle, we prepare and share release notes, video tutorials and arrange conference calls for any Q&A.

Post Implementation Modifications

Post implementation, Agency team can request for major modifications in system workflows as per business requirement. Any system changes post go-live, scope is primary managed through our Change control processes. If a new scope item is identified it must follow our Change Control process to go through the proper steps of documentation, assessment, and stakeholder approvals in order to update the SOW documents, schedule, and budget accordingly. **Following is the process for proposing system changes that were not covered in the original scope:**

- **A Project Change Request (“PCR”)** will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the Project. Additionally, the PCR must also provide a recap of the original estimated resources and costs, revised estimated resources and costs and associated cost savings or expenditures.
- **The designated Project Manager of the requesting party** will review the proposed change and determine whether to submit the request to the other party.
- **Both Project Managers** will review the proposed change and agree to take steps to implement it, recommend it for further investigation, or reject it.
- Both parties will specify any changes to the fees as per agreed rate in this Statement of Work for such investigation. A Change Order must be signed by authorized representatives from both parties in order to revise this Statement of Work.

We will provide Agency with a written Scope of Work (SOW) describing the work plan, implementation schedule, number of hours, cost based on the agreed-upon hourly rate.

Data Query and Reporting

Response: For business reporting and analytics requirement, HOTB propose **Admin portal** that provides visual dashboards (**tabular and graphical representation**), key KPIs across different case management departments, staff interactions and case review functions. No programming, SQL, DBA etc. technical skills are required by Agency staff for business reporting. The solution possesses built-in analytics engine with comprehensive reporting and dashboard capability where staff can run multiple reports on defined pre-build parameters and also generate ad-hoc business reports. We can accommodate any Agency specified report customizations. These reports are available online as well as in printed form.

HOTB has successful history of 12 years in developing large enterprise software solutions for federal and state governments, housing agencies. We met all of housing agency requirements as detailed in the contract including reporting needs. Our customized reporting modules were beneficial in filing all of the federal and state reports needed for audits and compliance. During the build-out stage we held numerous meetings to go over the project and achieved deadlines in place. The proposed solution provides proprietary algorithms which collects and correlates the data from multiple sources and perform data processing with results published in form of intuitive graphs and charts and tabular format. **Audit-Ready reporting that is available anytime.** All State defined business reports will be provided. The solution is packaged with business Intelligence information for actionable insights to leadership teams, that provides real- time statistics on case records, linked documents, case status, concerned department etc.

Our team would configure all key process indicators (KPI's), operational metrics, compliance reports as specified by Agency. We can also integrate with Agency recommended external systems, BI tools for all desired reports. We do not foresee any challenge in recording and analyzing data from multiple sources. The solution contains customizable report templates to easily align data with reporting standards used by the industry. The interactive dashboards and administrative views in our CMS system allow organizations to supervise entire rental assistance program lifecycle with confidence and transparency. Easily keep track of and manage your incoming applications, user profiles, case status and reviews and much more. The case data is stored and managed from centralized database which ensure real-time information is reflected at all times with no lags.

The solution contains customizable report templates to easily align data with reporting standards used by the industry. The interactive dashboards and administrative views in our case management system allow organizations to supervise entire case cycle with confidence and transparency. Easily keep track of and manage your incoming applications, user profiles, case status and reviews and much more. The case data is stored and managed from centralized database which **ensure real-time information is reflected at all times with no lags.** All data fields are searchable throughout the system. Irrespective of user location, he will always view updated case records. Since all changes are reflected in real-time, user will have no dependency on manual reports and can generate ad-hoc reports at any point of time.

Our platform has **most simplified data retrieval (ad-hoc report generation) interface** that provides powerful context (record)/ data field searching of entire repository in seconds. We offer configurable attributes to quickly locate records by searching the keywords, applying filters, title or type, the name of the document and when it was added into the system.

For user convenience, it automatically performs and displays the most commonly & recently used searches (keyword, field filters, annotation and name) similar to a Google-style toolbar. The portal allows client user to click on search results and directly open the searched record details to view or edit content.

Each electronic report can be exported to various user-friendly formats such as (Excel, CSV, .txt, PDF, etc.). For periodic reports, we can run email scheduler and reports will be sent to registered email addresses of Agency stakeholders.

The dashboard analyzes case history and other characteristics, and automatically filters your case entries by status (in progress, submitted, awarded, declined), generating real-time evaluations. Each case file is assigned Unique ID for tracking along with checklist data to ensure compliance with regulations. All data fields are searchable throughout the system for audit-ready reports.

Confidentiality and Non-Disclosure Agreements – when requested, the vendor and all project staff including its sub vendor(s) must complete and sign confidentiality and non-disclosure agreements provided by the NJHMFA as needed.

Response: HOTB will comply with above requirement.

Attachments

1. Appendix 1 – Feature List of CMS Platform
 2. Appendix 2 – Standard Support and Maintenance Plan
 3. Appendix 3 – Project Team Resumes
-

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**REQUEST FOR PROPOSALS
FOR
HOMEOWNER ASSISTANCE FUND
WEB-BASED APPLICATION PORTAL**

**COST SHEET
EXHIBIT F**

Provide firm fixed pricing for the following:

Implementation/Setup Fee(s) \$ 40,000

License/Subscription Fee(s) \$ 150,000.00*

Transaction Fee(s) \$ 10.00/Transaction**

Data Hosting Fees(s) \$ Included in license fee

Include any other service(s) and fee(s) you may offer:

Consulting & Advisory Services \$ See Page 4

Custom Development Services \$ Per SOW

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

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

***The First Year License Fee includes 15,000 pre-paid Transactions. Any Transactions processed in excess of 15,000 shall be billed at \$10.00 per Transaction.**

****A Transaction shall consist of a unique, complete Applicant Data record that also contains the verification documents to determine initial eligibility for an individual applicant (“Applicant Data Record”) in accordance with Agency Program Requirements**

**COST SHEET
EXHIBIT F**

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

HOTB Software Solutions, LLC

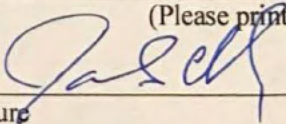
Name of Firm (Please print or type)

[REDACTED]

Phone Number

Jason S Connolly

Name (Please print or type)



Signature

06/09/2021

Date

540 Wald, Irvine, CA 92618

Address

[REDACTED]

Fax Number

President

Title

[REDACTED]

E-mail

Post 12 months, its month-to-month contract that includes software licensing insurance and data hosting.

Note: requires 90-day cancelation notice

Contract Post 12 months	Price
Subsequent Monthly Payment	\$ 8166.67
Monthly applications/transactions included in the license	100
Price per application over allowance	\$ 10

Pricing Assumptions

1. The proposed CMS platform solution is SaaS-based and accessible to users via web and mobile browsers, with no additional plugins or third-party software installation required at user workstation.
2. The transaction fee includes all costs related to data hosting (limitations apply), helpdesk support, system maintenance and user license.
3. The proposed one-time implementation fee includes all costs related to professional services i.e. project management, system configurations, customization, system integrations, training services (WebEx).
- 4) Submitted pricing includes Eight (8) Hours of Training via WebEx, conducted in the "Train-the-Trainer" Format. On-site training available at additional cost and shall incur expenses to be billed at actual costs.

Consulting Service Pricing

	Min. Hours per month	Price per hour	Initial Retainer
Package A	10	350.00	\$ 21,000
Package B	20	325.00	\$ 39,000
Package C	40	300.00	\$72,000

Terms & Conditions

- All contracts will be for no less than 6 months
- Advisory shall include all sample documents, workflows and trainings
- Onsite audit assistance shall be subject to contractual hourly rate plus accommodations and travel reimbursements.
- Any averages will be billed monthly at the same rate
- Prepaid hours are non-refundable

Note: Hourly rate is an aggregated amount for all advisors participating from HOTB.

Appendix-1

(Feature List of CMS Platform)

Table of Contents

A. Internal Tracking of Grants	3
B. Online Grant Applications.....	3
C. Form Design and Flexibility.....	4
D. Application Review	4
E. Letters Templates, Electronic Signatures, Template Library	5
F. Emails	6
G. Relationship Management	6
H. Grant Requirements & Outcomes Evaluation	7
I. Payments.....	7
J. Budgeting.....	8
K. System Querying and Reporting	8
L. Roles and Permissions.....	9
M. Data Access.....	9
N. Overall Customization	10
O. Ease of Use	10
P. Helpdesk Support, Online Help Materials and Staff Trainings	10

A. Internal Tracking of Grants

1. **Grant Cycle Linkages:** All information for each grant proposal is linked together through its entire lifecycle.
2. **Tracking by Grant Status:** You can easily retrieve grant information and status.
3. **Tracking by Program Cycle or launch Date:** Can track grant records by program cycle or launch date.
4. **Tracking by Grant Categories and Codes:** Can track by categories, such as geographic or population-based codes, and by percentage or dollar allocation if the categories are tied to the budget.
5. **Splitting Categories:** Lets you split grants across codes.
6. **Updating Basic Grant Information:** Easily update basic grant information such as project names, eligibility criteria, milestones, timelines or project codes
7. **Attaching Files to Grant Record:** Attach files to grant records, organizational records, and personal profiles, including Word documents, Excel spreadsheets, and PDFs.
8. **Searching for Grant Records:** Grants and applications are searchable by a number of criteria, including organization's legal name, EIN, application ID, program, and grant cycle.
9. **Handling Paper Applications:** Applications received as paper can be easily entered into the system from the new applications area of the Submission Manager. Forms can be filled in PDF and the data imported back into the system.
10. **File Attachment Method:** The system uploads attached documents to the server and stores a link to that uploaded file in the database. The system also supports SharePoint access as an alternative to the HOTB server(s).
11. **Batch Updates to Grant Records:** User-friendly process to update grant records through interface files
12. **Support for Industry Taxonomy**
13. **Ability to View Applicant profiles, Grant Applications, Agreements, Contracts:** Access related applicant profiles, grant records and contracts

B. Online Grant Applications

1. **Support for Both Individual Applicants and Organizations:** The system allows for both individual applicants and organizations to apply for grants from the same grant program.
2. **Creating Online Applications:** Allow entities to create an unlimited amount of online applications with file uploads, dropdown boxes, checkboxes, and text fields
3. **Number of Online Application Forms:** Create unlimited different online forms to support each grant program.
4. **Eligibility Branching:** Eligibility criteria can branch to multiple applications.
5. **Support for Multiple Grant Award Stages:** Supports multiple application stages, including an automatically scored eligibility, Letter of Intent stage, a more detailed proposal stage, and many other stages as needed.

6. **Online Application Integration:** Supports API integration— no download or upload of data files is required.
7. **Transfer of Account and History:** The grantees or applicants can transfer their account and history to new staff contact if required.
8. **Reuse of Application Data:** Carries over contact information and other appropriate data for an organization or grant from one year's application form to another. An applicant profile is maintained and configured details are auto-populated.
9. **Application Autofill from Tax Record:** Grant seekers can automatically fill in their organization profile by entering their EIN number.
10. **Viewing Proposal Status Online:** Applicants can view their grant application status online whether accepted or rejected.
11. **Custom Confirmation Messages:** A confirmation message can be customized that is sent upon submission of an application.
12. **Application Formatting:** Grantmakers can extensively format grant applications—for example, use rich text, create groups of questions, and create multiple pages.
13. **Spell Checking:** Grantees can easily spell-check applications and all attachments.
14. **Saving Incomplete Applications:** Applicants can save partially completed applications and return to them later.
15. **Application Auto-Saving:** Applications in progress are automatically saved at regular intervals. The auto-save interval is configurable.
16. **User Registration:** System registration follows standard best practices—all desired applicants are captured.
17. **Lost Credentials:** Both applicant and grantmaker can quickly and easily reset lost credentials.
18. **Viewing Applications:** Applicants can easily view or print applications at any stage in the process.
19. **Preview Packet:** The applicant can create a preview package of their grant which includes either copies of all uploaded documents to them.
20. **Security Scan for Uploaded Documents:** Offers a full virus scan feature to prevent malicious files from being uploaded onto the application.

C. Form Design and Flexibility

1. **Look and Feel:** The admin user can customize online application forms to match the look and feel of your website, corporate branding guidelines, including colors, fonts and navigation. You can also fully match the style sheet of your foundation's website.
2. **Character and Word Counts:** The system includes character and word counts for application questions, and an administrator can set and adjust character limit for any field.
3. **In-System Help for Applicants:** The system includes FAQs, online help manuals and video tutorials

D. Application Review

1. **Viewing Relationship History:** Displays history of a relationship with prospective grantees (if available)—for example, the communications history, what grants they've

applied for, the applications that were declined, and the applications that were granted.

2. **Requirements Checklist:** Supports checklist functionality to define what information or documents you require from prospective grantees.
3. **Reopening Submitted Applications:** Option to reopen online applications once they've been submitted if more information is required from the applicant.
4. **Printing Grant Summaries:** Reviewers can easily print grant summaries or full grant information as a PDF. Audio and video attachments can be viewed within the system.
5. **Reviewer's Portal:** Provides a simplified "portal" interface to allow reviewers to see and review grant applications more easily.
6. **Viewing files:** Lets reviewers easily view selected documents associated with the request and stored in the system. Audio and video files are playable within the browser, and documents are converted to a single PDF.
7. **Grant Review Workflows:** The authorized user can define automatic steps and rules, or "workflow," for the grants review process and configure a workflow without the assistance of the vendor. Workflows can branch based on various factors, such as request amount, grant type, applicant type, as well as automated routing to certain groups or administrators based on pre-defined business rules.
8. **Multiple Reviewer Support:** Multiple reviewers can each rate an application on a number of different factors and add comments. Reviewer comments can be made visible to the final approving staff as soon as they are moved to next stage.
9. **Scoring Flexibility:** Supports different information or scoring schemes for different programs.
10. **Online Application Review:** Supports online viewing and reviewing of applications.
11. **External Reviewer Profiles:** Lets you track external reviewers' interests and potential conflicts of interest and use those criteria to assign applications for review. You can also create and save review panels to assign to requests.
12. **Comment Sharing Among Reviewers:** Lets you choose whether to allow reviewers to see each other's comments and grades.
13. **Numeric Review Scores:** Allows viewing of numeric review scores and report them as summary statistics—for example, average score—and aggregate them.
14. **Review Status Notification:** The proposal owner and grants management staff can be automatically notified when reviews are completed, either via email or internal message, or both.

E. Letters Templates, Electronic Signatures, Template Library

1. **Default Print Format:** The user can define default format for printing grant application summaries, choosing which fields to include as well as customizing fonts, colors, and logos.
2. **Mail-Merge Fields in Letter Templates:** Lets you create letter templates in Microsoft Word, or an equivalent web-based word processor, that include mail-merged information about grants and organizations, and customize their fonts, colors, and logos.
3. **Printing Series of Summaries:** Allows print letters or summaries for a series of grants or grant applications in a single step.

4. **Pre-Print Viewing and Customization:** View and customize individual letters before printing them.
5. **Electronic Signatures:** The system supports electronic signatures with an external approval process.
6. **Electronic Templates:** Includes notifications and contract/agreement templates for print and electronic formats.

F. Emails

1. **Emailing Individuals and Groups:** Enable user to send email through the system to a single individual or group that meets particular criteria. Group emails are not sent as blind copies, but rather as one-to-one to minimize the likelihood of being caught in a spam filter.
2. **Email Template Flexibility:** Create emails for individuals and groups based on templates that include both standard text and “mail-merge” type inserted data. You cannot edit one-off emails from a batch sent out based on a template.
3. **Email Attachments:** Lets you attach files to emails sent to individuals and groups.
4. **Event-Triggered Email:** The admin staff can set up and send automatic emails based on certain events, such as online application submission. Email configuration is done through the workflow engine.
5. **Schedule-Triggered Email:** Lets you set up and send scheduled reminder emails to applicants and grantees. The user can schedule emails based on date or elapsed time. Email configuration is done through the workflow engine.
6. **Spell Checking:** Spell check emails within the system.

G. Relationship Management

1. **Tracking Individual History:** Keep a record of an individual’s association with a grant/case file, even if they leave, for historical and audit purposes, and they will not show up as an active contact for communications.
2. **Tracking Organizational Grant History:** Tracks organizations separately from individual grants to allow you to see a history of all grants to an organization.
3. **Tracking Hierarchical Business Units:** Can track individual business units under a larger organization and see grants for both the individual units and the larger organization.
4. **Multiple Contacts Per Organization:** Lets you associate multiple contacts with an organization and define their relationships to grantmaker and to a specific grant.
5. **Customized Communication by Contact Role:** Communicate with a contact according to their relationship with the grant or organization—for example, send the payment letter to the payment contact, or email a reporting reminder to a report contact—through role-based communication.
6. **Record of Correspondence:** Automatically stores a record of all system-generated letters and emails for each grant.
7. **Call and Email Logging:** Keep a log of outside communications, such as phone calls and emails, with a particular contact at a grantee organization.

H. Grant Requirements & Outcomes Evaluation

1. **Defining Grant Requirements:** Define default set of grant requirements by program and customize them for individual grantees. A grant can be associated with any number of pre- and post- activities.
2. **Branching for Evaluation:** Lets you “branch” evaluation data collection based on type of grant.
3. **Grant Requirement Deadlines:** Grantees can view grant requirement deadlines online.
4. **Viewing Grant Requirements:** Easily access which requirements grantees have met, and which they have not.
5. **Tracking Individual Grantee Outcomes:** The system automatically calculates progress toward grantee or program outcome goals using submitted progress reports. The entity staff can view both outcome goals and actuals on the same screen.
6. **Online Progress Report Submission:** Lets grantees submit progress report information through online data fields, which grant administration staff can then summarize across grantees in reports.
7. **Deadline Reminder Emails:** Automatically email grantees to remind them about upcoming deadlines and pull field information from requirements into reminder emails.
8. **Progress Report Tracking:** Track both that progress reports have been received and that they have been approved by staff.
9. **Storing Progress Report Data:** Store progress report information submitted by grantees in multiple data fields, which you can then summarize across grantees in reports.
10. **Creating Online Progress Report Forms:** Create custom online progress report forms (for example, corresponding to different grant programs).
11. **User Groups:** The system can support multiple user groups to collect uniform data for evaluation purposes through a variety of means, including manual grouping of organizations, cross tab views, and ad hoc reporting.
12. **Overall Approach to Outcomes Reporting:** Lets admin staff to define outcome goals by program and for individual grants, and automatically calculates progress toward those goals using submitted progress reports.

I. Payments

1. **Default Payment Scheduling:** Define a default payment schedule that applies to all grants and then adjust the amounts and dates for each grant individually.
2. **Viewing Payment Schedules:** View what scheduled payments are upcoming and whether the grantee has met the requirements linked with that conditional payment.
3. **Check Requests:** Generate a paper check request for accounting, but it’s not possible to print a check directly from the system.
4. **View Scheduled Payment Amount (Annual):** Can view the amount scheduled to be paid out in a given year, including payments for grants awarded in previous years.
5. **Schedule-Based Payment Viewing:** Lets you see what payments are due based on a schedule, and whether the grantee has met the associated prerequisite requirements.
6. **Third-Party Payee Support:** Supports payments to individuals or organizations other than the primary grantee (for example, fiscal sponsors).

7. **Electronic Payments:** Supports ACH payments and wire transfers by storing required information and confirmation codes for successful transactions.
8. **Viewing Payments Made:** Lets you see what payments have been made, including amount, date paid, and batch number.
9. **Automated Payment Approval Process:** Supports an automated payment approval process with configurable workflow steps.
10. **Contingent/Conditional Payments:** Allows for payments to be made contingent or conditional upon a specified grant or payment requirement.
11. **Payment Controls:** Lets you configure audit/security controls to ensure that only certain staff can change payment information.
12. **Payment Notes:** Lets you include notes on payments, which can be made private for certain users or public for all users to see.
13. **Payment Reporting:** Lets you report on payments that carry coding attributes of associated requests, organizations, and contacts.
14. **Viewing Payment Schedule Online:** Grantees can view the payment schedule for their award(s) online through the grantee portal. The schedule displays both paid and upcoming payments.
15. **Other Payment Issues:** Lets you void payments and place payments on hold as statuses within the system.

J. Budgeting

1. **Budget Tracking Configuration:** You can decide whether the budgeting features track the amount paid out in a particular year or the total amount awarded.
2. **Budget Amount Reporting:** Lets you enter a budget amount and disbursements for each grants program and report on that information with actuals (approved and pending).
3. **Hierarchical Budget Tracking:** Budgets can be tracked in hierarchically defined categories or program areas.
4. **Basing Budgets on Past Years:** Lets you use previous years' budgets as a base and adjust them for current year.
5. **Multiple Programs Per Grant:** Can split grants across more than one program for budgeting and payment-tracking purposes. You can also manage multiple budgets and draw funds on a per-grant basis.
6. **Multiyear Budgeting:** Lets you easily set up multi-year budgeting.

K. System Querying and Reporting

1. **General Reporting Approach:** The process of running reports is easy enough for casual users to run queries independently. There is also a more advanced reporting sub-system for expert users.
2. **Searching and Filtering:** Lets you search or filter to find a particular set of grants based on status, program, and cycle, and view pre-packaged reports based on this customized set of grants.
3. **Report Modification:** Can make small updates to standard reports—for example, to change the columns displayed, or the grouping—to meet slightly different needs.
4. **Favorite Reports, Queries, and Actions:** Lets you quickly view favorite reports and queries without navigating a much larger set.
5. **Saving Modified Reports:** Lets you name and save reports that you create or modify.

6. **Ad Hoc Reporting:** Supports ad hoc reports within the system, which can include, and filter by, nearly any field displayed to users.
7. **Grant Summary Tracking:** Can track summaries based on hierarchical codes—for example, to show grant money paid to each education sub-program as well as total education grants.
8. **Data Reportability:** Virtually all system data—including data entered into online applications, review forms, and grantee progress reports—can be included in reports.
9. **Report Drill-Down:** Drill down for more information on some or all reports.
10. **Attachment Searching:** Search the contents of file attachments.
11. **Automating Reports:** Lets you setup reports to automatically run and send to individuals or groups.
12. **Visual Reports:** Lets you create, view, and export data in a visual graphic representation such as charts and graphs.
13. **User Dashboards:** Provides “dashboard” views that summarize the grants currently relevant to each individual user. Users can create their own dashboards. Any data point within the system can be aggregated across the system and made into a report or dashboard, and users can monitor indicators personalized to them.
14. **Industry-Standard Reporting Templates:** Contains report templates to easily align data with reporting standards used by the sector.

L. Roles and Permissions

1. **Permissions Granularity:** Assign individuals’ access to granularly view, edit or delete data for a wide variety of system functions.
2. **Field-Level Permissions:** Define user or group permissions on a field-by-field basis. Additional field-level permissions can be set by user role or status, program type, and the time period.
3. **Role-Based Interfaces:** Provide a role-specific internal interface for each role in the system—for example, an admin view, a board view, program staff view, and a reviewer view—to provide a simpler experience for users with less-complex needs.
4. **Audit Logging:** Records data updates and the user who made the update, in an audit log.
5. **User Dashboards:** Provides “dashboard” views that summarize the grants currently relevant to each individual user.
6. **Users Task Lists:** Provides users a “task list” when they sign onto the system.
7. **Task Assignment:** Supports both manual and automated assignment of tasks, such as reviews, electronic signatures, comments etc.
8. **Board/Management View:** Provides a focused, roles-based view for management and board members that can be customized to meet specific organizational needs.
9. **Role-Based Task Assignment:** Assigns tasks to users based on rules and roles.

M. Data Access

1. **Data Export:** Lets you export all data visible to users into another file format, such as .xls, pdf or .csv.
2. **Mobile Device Application Review:** Access portal from mobile browsers
3. **Data Integrity:** The system protects the integrity and security of data within the system.

N. Overall Customization

1. **Dropdown Fields:** Customize dropdown values for fields such as program or grant code, as well as change field types.
2. **Internal Tracking Fields:** Lets you add custom “internal tracking” fields for staff use.
3. **Custom Fields:** The system lets you create an unlimited number of custom fields with the same permissions as system standard fields, and you can track the creation or change of custom fields in a log for historical documentation.
4. **Online Information Customization:** Customize the information requested in online grant applications and review forms, including visual design aspects, report templates, application messaging, GUI controls
5. **System Extendibility:** Permits clients to extend system functionality via access to underlying database and code (as allowed through the API).
6. **Support for System upgrades**

O. Ease of Use

1. **Interface Layout:** The interface is polished looking and neatly laid out.
2. **Intuitive Labels:** Navigation and action items are labeled intuitively, so that a user doesn't have to understand language specific to the system in order to effectively use them. The user interface is configured to meet the specific needs of the client.
3. **Easily Taking Action:** On the core interface pages, the user can easily find the actions he or she is most likely to take. The user interface is configured to meet the specific needs of the client.
4. **Optimization for Experts:** The system pulls together the information and actions an expert user is likely to need so as to minimize the number of steps and clicks needed.

P. Helpdesk Support, Online Help Materials and Staff Trainings

1. **Phone/Web/Email Support:** HOTB provides phone, web and email support that is inclusive of solution package.
2. **User Manuals and Training Documentation**
3. **Staff Training:** User training delivered in classroom settings, WebEx sessions, job aids, through video user guides, online help guides, and on the job as well.

Appendix 2

(Standard Support and Maintenance Plan)

Table of Contents

1. Standard Production Support Plan	3
2. Support Plan Overview	3
3. Incident and Problem Management, and Service Levels	3
4. Incident Prioritization and Response SLAs.....	4
5. Incident Reporting	5
6. HOTB System Maintenance	6
7. HOTB Device and OS Support	6
8. Third Party Vendor Support and Troubleshooting Services	7

1. Standard Production Support Plan

This Standard Support Plan shall cover the engagement model, roles, responsibilities, and service level expectations for the production support of HOTB products for the ("Client").

2. Support Plan Overview

- a) Production support begins at the end of the 30-day stabilization period following solution deployment by HOTB or any of its Partners, and will continue for a period of 12 months, or as otherwise specified in an applicable Agreement.
- b) HOTB shall provide support to Client's designated business or information technology points-of-contact, who shall then aid or be better equipped in aiding its customers.
- c) Incident reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year. To report an incident, visit help.hotbsoftware.com, email support@hotbsoftware.com, or call toll free **(877) 636-1691**
- d) Client support is provided during HOTB Business Hours, which are 8:00 a.m. to 5:00 p.m. PST, Monday Through Friday (excluding holidays), for Severity 1-4 Incidents.
- e) Upon receipt of a support request, HOTB shall assess Client's designated Incident Priority Level according to the definitions stated in Section 4 and will confirm with Client's designated point-of-contact.
- f) HOTB will respond to the request according to its Incident Priority Level in the Service Level Agreement (SLA) defined in Section 4. An initial response will indicate whether the issue has been replicated and confirmed, and a response of next step(s) will be provided to Client's designated point-of-contact.
- g) An Incident Resolution will indicate that the issue has been addressed and resolved, pending confirmation from Client's designated point of contact. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.
- h) An assigned HOTB client success manager will function as Client's single point-of-contact for all HOTB support services under the plan.
- i) After the initial Incident Priority Level assignment and confirmation, the issue will be addressed internally by HOTB according to the process stated herein. An incident response will be entered into the HOTB support portal and will be available to Client following incident resolution.

3. Incident and Problem Management, and Service Levels

Levels 1 and 2 Support. Client shall be responsible for the Support Requirements set forth and defined as Level 1 and Level 2.

Level 1 Support (Level 1) is defined as first-line support, which shall be the first level of utility contact, such as customer interactions utility customer service representatives, or customer interactions with utility field office representatives. Level 1 requests may include basic application navigation, functionality explanation, user and password management, and

preliminary troubleshooting and issue analysis.

Level 2 Support (Level 2) is defined as second-line support for items which are escalated from Level 1. Level 2 support may be provided by Client staff, such as an application subject matter expert, system administrator, or technical support teams. Level 2 is responsible for assisting Level 1 with technical issues, including preliminary technical troubleshooting, locked IP address resets, and other elevated administrative functions.

The following are Client responsibilities for Level 1 and Level 2:

- (a) provide training to Level 1 and Level 2 service desk personnel before new application or functionality related to HOTB products is installed into production; and
- (b) follow proper escalation procedures from Level 1 to Level 2 and Level 2 to Level 3. Level 1 shall at no time contact Level 3 directly.

HOTB shall be responsible for:

- (a) maintaining processes and/or authorized user documentation for HOTB products to be able to resolve most Level 1 and Level 2 issues without requiring a transfer to specialized application support.
- (b) Level 3 support, when engaged through the proper channels (only by Level 2 personnel). See section below.

Level 3 Support. HOTB will support Level 3 Support requirements. Specifically, HOTB will:

- (a) provide Level 3 Support including, advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting;
- (b) provide clearly defined points-of-contact, available to receive and appropriately respond to notice of incidents from Level 2 personnel;
- (c) provide the Service Desks with specialized applications support and/or "on call" personnel who are responsible for Level 3 support and can be contacted via channels stated in Section 10 herein;
- (d) advise Level 2 personnel and other authorized users of the estimated time required to resolve the incident after being notified and the incident being diagnosed for root cause, with such resolution time being consistent with Client's SLA for service restoration;
- (e) provide status updates to Level 2 personnel and other authorized users during incident resolution; and,
- (f) provide support, advice, and assistance to Level 2 personnel in a manner consistent with Client's practices for the applications prior to the Commencement Date and non-programming activities in direct support of authorized users.

4. Incident Prioritization and Response SLAs

The level of priority and response time will be determined based off the following incident classifications:

Incident Level	Description	Initial Response Time
Severity 1 (Critical)	Catastrophic Failure – all work has halted, or a work stoppage is imminent. The application system is unavailable or unusable.	1 Business Hour
Severity 2 (High)	Application Inoperable/Data Corrupted – an application in the system is not working or has limited capability and the problem significantly impacts the customer. Or, data is corrupted, and work must be stopped to avoid further corruption/loss of data.	1 Business Hour
Severity 3 (Standard)	Feature not working as documented – application issue that can impact the user that does not stop the user from performing daily business for which there is a reasonable workaround.	8 Business Hours
Severity 4 (Low)	Informational Question/Cosmetic Issue – problem/question with day-to-day operational issues, cosmetic problem with user interface, error in documentation.	3 Business Day
Severity 5 (Trivial)	Password resets, how to download, feature explanation, etc.	N/A

Incident Priority Definition

*Should an incident qualify for more than one priority level, (e.g. a cosmetic issue that could have regulatory implications), the incident shall be classified into the strictest applicable category.

5. Incident Reporting

To report an incident, visit help.hotbsoftware.com, email support@hotbsoftware.com, or call toll free (877) 636-1691. Before reporting an incident to HOTB/Level 3 Support for any severity, the Client's Level 2 personnel must collect as much of the following information possible:

- Product and specific module (e.g. CMS> Application Info)
- Reproducibility (Is this issue reoccurring and can it be replicated by the user?)
- Number of Users impacted
- Date and Time of Incident (When the issue began)
- Severity (High, low, normal)
- Platform and/or device type (e.g. Desktop, mobile)
- OS and OS version can be found in device settings)
- Description (Generally speaking, what is the issue and what happens?)
- Steps taken to troubleshoot

- Steps to reproduce (What steps through the application did the user take to encounter this issue?)
- Screenshots (Please collect screenshots of the error, if available)

6. HOTB System Maintenance

The primary point-of-contact for the ongoing maintenance and support of the application is your client success manager. System maintenance is an undesired but necessary function of any IT system. HOTB may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with Client at the start of a project implementation. Whenever possible, HOTB will attempt to schedule planned system maintenance windows to coincide with Client's own IT system maintenance windows and between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time.

There may be some instances where updates may be required immediately or within a very short timeframe to maintain the security or functionality of HOTB applications and services. In such cases, HOTB will notify Client's designated point-of-contact of an unplanned system maintenance requirement and will work with Client to roll out the necessary changes during the earliest, mutually favorable time. HOTB will promptly notify Client's designated point-of-contact of any downtime and provide confirmation once full functionality is restored.

The client end users attempting to reach the portal URL or log into the mobile application during a planned or unplanned system maintenance window will receive a message substantially similar to:

"Our site is currently unavailable while we perform maintenance and system upgrades. We apologize for any inconvenience caused and appreciate your patience. Please try again at a later time."

7. HOTB Device and OS Support

HOTB shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term, and has been properly maintained by Client in accordance with HOTB policies. HOTB SHALL NOT be required to support its applications in the following circumstances:

- On operating systems that are no longer supported and/or regularly updated by their authors (e.g. Apple, Android).
- On hardware that is no longer supported by its manufacture. (e.g. iPhone 3G, Samsung Galaxy S Captivate)
- Where errors are a product of misuse, abuse, negligence, or improper utilization of any or all part(s) of the Software or Services.
- Where Software or Services are modified, amended, revised, or changed by any party other than HOTB or HOTB authorized agents or representatives.
- Where issues are a result of electrical failure, internet connections problems, any issue related to data including but not limited to: data input, output, integrity,

storage or back-up, and any and all other external or infrastructure-related problems, which shall be deemed to be under Client's exclusive control, and of Client's sole responsibility.

- Maintenance for unsupported operating systems and/or hardware may be available to Client at an additional charge.

8. Third Party Vendor Support and Troubleshooting Services

If HOTB or Client identifies or reports an incident that reasonably necessitates third party-vendor intervention, HOTB is eligible to invoice Client if additional troubleshooting support is requested and approved.

Example: Third party vendor's hardware is not properly configured to run HOTB applications and ensuring operability requires technical support recourses from the third party. HOTB may interface directly with third party at Client's direction if Client does not wish to manage the issue themselves.

Appendix 3

(Project Team Resumes)

Below are key project team members:

Team Member Name	Role in Project	Experience (Years)
Jimmy Puccini	VP- Sales	15+
Jason Connolly	Delivery Lead	20+
Eric Dye	Project Manager	12+
Billy Pruden	Frontend Development Manager	15+
Stefan Woskowiak	Lead Architect	10+
Mike Firoved	Development Operations and QA Manager	30+

Name of Personnel: Jimmy Puccini

Title: VP- Sales

Years with Firm: 7 Yrs

Country/City of Residency: USA

Education/Qualifications:

Bachelors of Art, California State University, Long Beach, 2001-2004

Employment Record:

HOTB Software Solutions (May 2013- Current)

- Manages a sales team to source and onboard new clients and responsible for KPI's for HOTB's growth objectives
- Represents HOTB at conferences nationwide for both government and private audiences
- Helps to spec projects and synthesis the product and tech roadmap
- Responds to RFP/RFQ/RFI's and writes proposals that include term sheets, LOIs and Statement of Work(s)(SOWs).
- Assists the HOTB team in product and project management during the development cycle
- Updates use cases and product changes based on iterative feedback in an agile environment
- Prepares technical documentation for projects and synthesizes the product and technology roadmap for clients and projects

JPMorgan Chase, Private Client Banker (May 2010-May 2013)

- Jimmy was responsible for acquiring new clients, building relationships and managing accounts for high net-worth families and businesses.
- Ranked in the Top 10% of bankers at Chase for production in 2012
- Worked with the client's entire ecosystem of professionals to create and implement strategic financial plans.

Northwestern Mutual, Financial Representative (May 2008- March 2010)

- Built a well-rounded financial practice by matching client's needs with innovative solutions that included, life, disability, health and long-term care insurance, retirement and brokerage accounts, group benefits and estate strategies.

Bridge Capital Corporation, Manager and Loan Officer (May 2004-May 2008)

- Managed a team of 7 loan officers that were consistently the top team in the organization
- Generated over 6 million in revenue for the company
- Responsible for managing all stages of the loan cycle including, sourcing, pre-approval, processing, underwriting, closing and packaging for the secondary marketplace.

Experience:

Jimmy has 15+ years of successful sales experience across multiple industries including Healthcare with emphasis in finance and technology in a highly compliant environment. This has allowed Jimmy to understand the importance and sensitivity with highly regulated projects and to think about technology in a well-rounded way.

Name of Personnel: Jason Connolly

Title: Delivery Lead (President)

Years with Firm: 11Yrs

Country/City of Residency: USA

Education/Qualifications:

- **Master of Business Administration** University of Southern California, Los Angeles 2007, Concentration in Real Estate Finance and Entrepreneurship
- **Bachelor of Arts, Business Administration** California State University, Fullerton 1999, Concentration in Finance

Employment Record:

**Homeowner Toolbox, Inc. (HOTB Software), Irvine, CA May 2008 – Current
President**

- Responsible for the day-to-day operations of the Company
- Created, built and managed the Company's product development team
- Managed the Company's project pipeline and resource plan
- Implemented and oversaw client deployments and onboarding
- Responsible for achieving the Company's revenue targets and sales goals

Mavent Inc., Irvine, CA November 2001 – May 2008

Senior Vice President, Sales & Marketing

- Responsible for all sales, marketing and business development functions
- Develop and cultivate new prospect and client relationships
- Increase partnerships and support new distribution relationships
- Provide frequent sales pipeline status to CEO and Board of Directors
- Lead executive management committee to formulate company strategy to capitalize on industry trends and opportunities

Senior Vice President, Product Development

- Responsible for product strategy, product development and release planning
 - Ensured product enhancements meet internal ROI targets and customer expectations
- Managed all aspects of product design and development
- Led client implementation and professional services teams to ensure successful delivery of product solutions
 - Participated on executive management committee to formulate company strategy to capitalize on industry trends and opportunities

Vice President, Sales & Strategy

- Managed a team responsible for sourcing leads, structuring contracts and implementing client systems
- Played a major role in sales strategy, pricing structure, product development and marketing collateral creation
- Acted as the primary liaison between sales and technology development
- Performed activities focused on client retention and internal operational process improvement

- Executed special projects and presentations for the Board of Directors, outside investors and strategic partners

Associate

- Played a multifaceted role in the creation of the company's first production system
- Provided client and end-user system training
- Maintained databases and production systems
- Coordinated with client personnel during up-front integration
- Responsible for internal network support and office expansion

BCC Capital Partners, LLC, Irvine, CA June 1999 – October 2001

Vice President, Investment Banking

- Managed the business development efforts with the firm's commercial banking relationships
- Played a key role on the deal team in wide range of transactions
 - o Mergers and acquisitions — primarily sell-side representation
 - o Financing transactions — private equity, mezzanine debt, senior debt facilities
- Assisted in the structuring and execution of Employee Stock Ownership Plans (ESOPs) for privately-held companies

Associate

- Conducted business valuations and fairness opinions associated with capital transactions
- Built financial models and forecasts to support clients and the deal team
- Conducted market research and created private placement and financing memorandums

Experience:

- As HOTB's first employee, played a multifaceted role in the development of a start-up company that returned 10x through shareholder distributions
- Cold-called the US Treasury resulting in fourteen (14) state government contracts
- Successfully led the turnaround of a key customer implementation project resulting in improved client relations and revenue recognition three months ahead of schedule
- Participated in the creation of Mavent's initial private placement memorandum while at BCC Capital Partners, leading Mavent to its first client; the Company ultimately secured three rounds of venture capital financing

Name of Personnel: Eric Dye

Title: Project Manager

Years with Firm: 2.5 Yrs

Country/City of Residency: USA

Education/Qualifications:

- Vanguard University of Southern California- Field of Study Business Organizational Management
- Scrum Master (Scrum Alliance)

Employment Record:

HOTB Software Solutions (July 2018- Current)

- Responsibilities include providing leadership, direction and project management to the designers, developers, QA engineers and dev-ops teams.
- Developing and delivering software applications for clients as a third-party service provider.
- Other responsibilities include implementing and using the Agile development methodology and the associated tools like Jira, Confluence, Slack and Bitbucket.

LoanDepot (April 2017- July 2018) - Manager - Software Development

- This role was responsible for all marketing and customer facing websites as well as the Salesforce CRM platform. The responsibilities included implementing the process and procedures for software development, testing and deployment.

Ingram Micro (September 2008- March 2017) - Executive Director - Global eCommerce

- Responsibilities included providing leadership and direction to the Global eCommerce Development Division of approx. 255 people.
- Teams include Software Developers, Department Managers, Product Managers, Analysts, Quality Assurance and Project managers.
- Resources are located in various cities across the US and in three countries
- (India, Manila & UK). Responsible for maintenance and enhancement of a \$19 billion per year gross revenue website and B2B system.

Experience:

A business focused, highly driven and goal-oriented IT leader with demonstrated experience in leading large and small teams. Always striving to ensure competitive advantage through the alignment of business strategies and technical solutions. Strong ability to communicate effectively with both the business customer and technologists alike. Skills - Application Development, SDLC-Agile, Business Customer Partnerships, Project Management, Process Improvement, Resource Management, Budget Planning, Strategic Planning, Offshore Partnerships

Name of Personnel: Billy Pruden	
Title: Frontend Development Manager	
Years with Firm: 2 Yrs	Country/City of Residency: USA
<u>Education/Qualifications:</u>	
Vanguard University BA in Religion/Leadership 2010 - 2014	
<u>Employment Record:</u>	
Professional Experience: Billy Pruden has spent the last 6 years focused on various aspects of Front-End Development including Customer Engagement via different mediums such as web and mobile applications. Additionally, he has focused much of his career on starting, growing, and launching new companies. During	

his tenure, he has culminated many relationships across various utilities and with multiple technology vendors to provide an outside perspective on what technologies will meet the needs of clients.
All of his work can be found on LinkedIn: <https://www.Linkedin.com/in/billy-pruden/>

Work Experience

- Founder of Confide from 2004-2009
- Founder at Agape Attire from 2007-2010
- Founder at Carly Rae inc. from 2012-2016
- Product Development at Payoff from 2015-2016
- Software Developer/Instructor at Redwood Code Academy from 2016-2018
- Software Developer at Adroit Worldwide Media from 2018-2018
- Frontend Development Manager at HOTB from 2018-present

Experience:

Billy is an innovative technology leader with 6 years of experience in software development with a focus on Front End Technologies.

Technical Skills: JavaScript, CSS, HTML, React, Redux, Webpack, Bootstrap, Node, Express, MySQL, PostgreSQL

Name of Personnel: Stefan Woskowiak	
Title: Lead Architect	
Years with Firm: 2.5 Yrs	Country/City of Residency: USA
<u>Education/Qualifications:</u>	
• Full Sail University – Bachelor Degree	
<u>Employment Record:</u>	

Professional Experience:**HOTB Software Solutions (August 2018- Current)****AWM Smart Shelf (April 2018- August 2018)**

- Lead designer of a distributed IoT architecture to help scale out prototype to meet future business needs.
- Coordinated between computer-vision, management and software teams about the various needs we have and what solutions we have to satisfy them.
- Transitioned software team to utilizing TDD and simpler git branching strategies to help expedite and increase confidence of software projects.
- Created robust data generation tool to emulate storage impact/performance across a plethora of database types/choices in order to increase confidence in a choice that best suits business needs and cost effectiveness.

Shutterstock (September 2016- January 2018)

- Maintained and created a wide array of microservices powering the entire earnings/licensing flow for Shutterstock contributors. These included licensing transactions, payouts, taxes, garnishments and earnings.
- Seamlessly transitioned multiple features from a Perl backend to Node.js. Maintained backwards compatibility for internal API consumers using dual writes to legacy systems until those could be sunsetted. Tracked performance improvements in new services for stakeholders.
- Analysed and improved database interactions to improve application performance using New Relic's slow query analyzer to find optimization opportunities. Reduced response times in key services.
- Researched solutions to improve the payout generation cycle time utilizing Vertica to narrow the target pool quickly. This reduced payout generation time from 12 hours to 4.
- Implemented several front-end tools for our internal admin page, along with backend routes/resources to power them, to assist support team members in more effectively viewing and altering payouts for contributors.
- Formalized our APIs across services to adhere to company-wide Swagger spec. This drastically improved documentation and reduced development time for new service integrations in other teams.
- Integrated a third-party payment system, Payoneer, into our supported payouts format for contributors.

Firefall Pro (May 2010- August 2016)

- Developed micro-framework to divide pages into self-managing sections with load/unload/update events, lowering average development time of animation heavy single page sites by 50%.
- Created multiple internal tools pages and jQuery plugins to facilitate development on long standing client work, reducing average project delivery times by 30%.
- Led backend PHP API development for native iOS jogging application RaceFor that tracks user data and events.
- Created authoring tool in PHP that parsed XML representing a web presentation into HTML.
- Generated presentations that featured layered parallaxing elements operating in vogue of Nike's Better World; compatible with all major browsers down to IE 7.
- Led Development of 15+ individual Estee Lauder "Boutique" sites featuring heavy animation and unique interactive experiences across various product lines. Created interactive Flash front-end with custom video player for Estee Lauder's official YouTube page.

Created an interactive web application utilizing XML files to generate an interactive math test that recorded user interactions and answers into an SQL database for review.

Experience:

Technical Skills: Node.js, Express.js, Mocha.js, Gulp.js, Karma.js, Sinon.js, React/Redux, ES6, MariaDB (SQL), Arango DB, MongoDB, RabbitMQ, OpenGL, Lua, C++, C#, PHP, Perl, Git, SVN, REST APIs, Swagger

Name of Personnel: Mike Firoved

Title: QA Manager

Years with Firm: 11 Yrs

Country/City of Residency: USA

Education/Qualifications:

- Certificate in Digital Electronics and Electronic Technology
- 2019 Amazon Web Services - Certified Cloud Practitioner
- 2012 Pragmatic Studios - iPhone Programming

Employment Record:

Professional Experience:

HOTB Software Solutions (July 2010 – Current)

- Develop, implement and refine policies and procedures for the programming department
- Maintain development timelines and manage resource allocations
- Collaborate across departments to maintain interoperability, manage client requests, organize development calendars and maintain timely production deployments
- Lead the technological advancement of software and our common knowledgebase including mentoring and solutions collaboration

Southwest Internet Services (July 2006 – January 2010)

- Lead the team of developers in all aspects of software development process including requirements gathering, walkthroughs, design and development planning, development and code review.
- Deploying, configuring, and integrating our custom solutions into our client's systems.
- Initiate, create, designed schema and maintain Microsoft SQL Servers, Databases, Tables, Stored Procedures, etc. Used various tools to automatically backup and secure data. Created, designed and developed automation solutions to increase productivity.

Experience:

Mike has more than 30 years of software development and programming experience with 12 of those years spent as a solutions architect. He is instrumental in the development and formulation of HOTB's programming infrastructure and methodologies. He is experienced in a broad range of software platforms and languages including experience in web, Windows, Linux and iOS programming.

Technical Skills: C Sharp, Windows and Web applications, Objective C, Cocoa, IOS, VB.Net, VB6, BASIC, HTML, CSS, JavaScript, nodeJs

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

EXHIBIT A

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

EXHIBIT A (Cont.)

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS

EXHIBIT A

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

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

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

OR

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

OR

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

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

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

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

COMPANY: HOTB Software Solutions

SIGNATURE: Jason Connolly  Digitally signed by Jason Connolly
Date: 2021.06 02 09:59 25 +05'30'

PRINT NAME: Jason Connolly

TITLE: President

DATE: 2nd June 2021

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) Contact Name - Lainie Lowery (President)

Company Name- RCL Consulting Services of Florida, Inc

Address- 2715 Terra Ceia Bay Blvd, [REDACTED], Palmetto, FL 34221

Telephone- [REDACTED]

Email- [REDACTED]

2) Contact Name- Diane Hester (Operations Manager)

Company Name- Georgia Dept. of Community Affairs

Address- 60 Executive Pk S, NE, Atlanta GA 30329

Telephone- [REDACTED]

Email- [REDACTED]

3) Contact Name- Michele Mahon (Procurement Director)

Company Name- South Carolina State Housing Finance & Development Authority

Address- 300-C Outlet Pointe Blvd. Columbia, SC 29212

Telephone- [REDACTED]

Email- [REDACTED]

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

VENDOR CODE OF ETHICS EXHIBIT E

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOTB Software Solutions

Name of Firm (Please print or type)

2nd June 2021

Date

Jason Connolly

Officer's Name (Please print or type)

President

Title

Jason Connolly

Digitally signed by Jason Connolly
Date: 2021.06.02 10:02:32 +05'30'

Signature