

Request for Qualifications

For

CLOSING AND TITLE SEARCH SERVICES FOR THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

Issue Date: November 8, 2021

DUE DATE: November 30, 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 QUALIFICATIONS
FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

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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 submissions from New Jersey land title abstract and title closing agencies (hereinafter referred to as “Title Agencies”), to provide real property closing services and title search services (as needed) in conjunction with the Agency’s Homeowner Assistance Fund (HAF) / Emergency Rescue Mortgage Assistance (ERMA) programs.

HMFA shall select Contractors for four (4) regions of the State as defined in Exhibit H, Cost Sheet. **Although a bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in any of the defined region(s) the bidder applies for. The Agency may select multiple Contractors for any and/or all of the regions.**

2.0 DEFINITIONS

2.1 General Definitions

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

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

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

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

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

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

Task – A discrete unit of work to be performed.

Vendor – A supplier of any good or service.

2.2 RFQ Specific Definitions

ALTA Schedule A and Schedule B – The American Land Title Association’s standard format for reporting lien holder information and title findings and exceptions, commonly referred to as Schedules A and B.

Title Agency – A corporate entity owned or operated by title insurance producers licensed by the New Jersey Department of Banking and Insurance with trained and licensed, as may be necessary, staff of title abstractors, examiners, closers adequate and appropriate to provide services required by this RFQ.

3.0 **SCOPE OF WORK**

The Title Agencies will be required to conduct, for each assignment, HAF/ERMA loan closings in local title agency offices or in the home of each borrower or other convenient location as needed. The Title Agencies will record closed mortgage documents electronically, deliver them to county recording office for recording, or deliver the documents as the Agency may otherwise request. Any escrowed funds (if applicable) resulting from a loan closingshall be held and maintained by the Agency. The Title Agencies shall return closed files to the Agency within 48 hours after the closing.

The Title Agencies (upon request), from time to time, will conduct regular title searches including liens, taxes, assessments and upper court searches, and will provide title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description as needed. Title Agency will also perform title run downs / bring downs as requested at no additionalfee. No title insurance will be required for HAF/ERMA borrowers.

HMFA shall select Contractors for four (4) regions of the State as defined as defined in Exhibit H, Cost Sheet. **Although a bidder maybid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in any of the defined region(s) the bidder applies for. The Agency may select multiple Contractors for any and/or all of the regions.**

4.0 **INSURANCE AND SECURITY**

4.1 **Contractor's Insurance**

The Contractor must assume all risks connected with their work. The Contractor shall comply with all State laws and regulations concerning Workers' Compensation and shall maintain such insurance as will protect him/her against all claims for damages for personal injury, including death, which may arise during the performance of the Contract, either by him/herself or by any Subcontractor or anyone directly or indirectly employed by either of them. Any insurance company providing Workers' Compensation coverage must be authorized to do business in the State of New Jersey and must have a minimum Financial Strength Rating of A- and with a minimum Financial Size Category of VIII per A. M. Best Company.

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

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

The Agency shall be named an ADDITIONAL INSURED on the General Liability, Automobile Liability and Cyber Liability policies and the Contractor shall provide to the Agency Certificates of Insurance and Policy Endorsements evidencing same. Insurance coverages shall remain in effect until the Contract is completed or the project is accepted by the Agency, and at all times thereafter when the Contractor may be removing or replacing defective work.

ACORD 25 forms "Certificates of Liability Insurance" may be utilized to provide evidence of General Liability, Automobile Liability, Cyber Liability, Workers' Compensation coverages and Professional

Liability coverages as are applicable. All applicable information on the ACORD 25 must be completed and information noted must reflect actual terms and conditions as contained in the underlying policies and be in conformity with the New Jersey Certificates of Insurance Act (N.J.S.A. 17:29A-54 et seq.).

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

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

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

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Agency the Certificate of Insurance for the Subcontractor and/or supplier in which case all insurance applicable to the Subcontractor and/or supplier shall fully comply with all insurance requirements applicable to the Contractor and shall be subject to the approval by the Agency in writing.

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

4.2 Insurance Requirements

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

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

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

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

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

X

Worker's Compensation Insurance

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

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.

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

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 \$1,000,000 on an unimpaired basis and with a deductible not exceeding \$50,000. If the Contractor has Professional Liability Insurance coverages which exceed the minimum requirements noted herein, those actual policy coverage limits shall apply. In instances where the Contractor has a deductible in excess of \$50,000, the Agency may consider acceptance of same subject to the review by the Agency of the most recent Certified Financial Statements of the Contractor to determine the financial wherewithal of the Contractor to fund a deductible in excess of \$50,000. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of the Contract.

X **Cyber Liability Insurance Cover**
Cyber Liability Insurance Cover shall be provided with limits on an unimpaired basis of not less than \$1,000,000 per occurrence and \$1,000,000 General Aggregate and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured. Coverage shall include data breach, privacy crisis management, multimedia liability, extortion and network security liability. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of this Contract.

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

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

The New Jersey Housing and Mortgage Finance Agency (NJHMFA) reserves the right to specify alternative insurance requirements in Contract/Agreement language on a case by case basis so long as such alternative insurance requirements are substantively consistent with the intent of NJHMFA's

insurance requirements hereinabove, as NJHMFA shall determine in its sole discretion, and shall not, in any instance, be in conflict with or in violation of any and all applicable State Statutes and/or Administrative Code Regulations.

4.3 Security Requirements

The Bidder shall have industry appropriate cybersecurity programs and protocols in place. The Bidder shall identify all security measures in place to protect their system and network, as well as all laptops used by employees. This could include but is not limited to identification of installed programs and/or copies of policies or protocols enacted by the Bidder.

5.0 SPECIFIC SUBMISSION REQUIREMENTS

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

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

1. Copies of the New Jersey insurance producer's licenses issued by the New Jersey Department of Banking and Insurance for the principals and authorized representatives of the Title Agency.
2. A statement on the Title Agency's letterhead identifying the address, phone numbers and email contacts of its principal office and all other branch offices in New Jersey.
3. A list of all management, employees, and contractors to be utilized by the Title Agency, including title, along with qualifications and experience of each title abstractor, closer or other personnel who will be assigned to perform the services required of the Bidder under this contract.
4. A narrative that demonstrates Title Agency's capacity, including industry experience, to handle as many as 500 loans annually.

5.2 Bid Evaluation Criteria

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

Experience	40
Management	30
Capacity	30

6.0 ADDITIONAL INFORMATION FOR BIDDERS

6.1 Bid Opening

All bids must be submitted electronically through the Agency's Procurement Portal at <https://njhmfabonfirehub.com> by **11:00 AM Eastern Standard Time on November 30, 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 RFQ. Questions must be submitted electronically at <https://njhmfa.bonfirehub.com> through the Agency's Procurement Portal.

6.3 Question Protocol

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

6.4 Cut-Off Date for Questions and Inquiries

All questions and inquiries relating to this RFQ must be received by **2:00 PM EST on November 17, 2021**. Questions received after this time will not be acknowledged or considered.

6.5 Revisions to the RFQ

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

6.6 Bidder's Responsibility

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

6.7 Cost Liability

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

6.8 RFQ Preparation and Submission Requirements

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

Important Notes:

- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- An email receipt with a unique confirmation number will be sent once you finalize your submission.

- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

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

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

1. Specific Requirements as detailed in Section 5.0 of this RFQ
2. Provide proof that the security measures as detailed in Section 4.3 are in place by submitting documents for the following areas:
 - a. System and/or network Security
 - b. Laptop Security
3. Mandatory Affirmative Action Language, N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27-1 et seq. (Exhibit A)
4. References (Exhibit B)
5. Chapter 51/ Executive Order 117 Vendor Certification and Disclosure Forms (Exhibits C1, C2 & C3)
6. Signed Source Disclosure Form (Exhibit D)
7. Code of Ethics for Vendors (Exhibit E)
8. Ownership Disclosure Form (Exhibit F)
9. Subcontractor Utilization (Exhibit G)
10. Signed Cost Sheet (Exhibit H)
11. Federal Grant Program Rider (Exhibit I) – *Applicable for Federal funds only*
12. Notice of Executive Order 166 (Exhibit J) – *Applicable for COVID-19 funds only*
13. 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).**
14. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE) certification, Veteran-Owned Business Enterprise (VOB), or Disabled Veteran-Owned Business Enterprise (DVOB) certification, if applicable

6.9 Exceptions to the RFQ

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

6.10 Rights to Submitted Material

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

6.11 Rejection of Bids

The failure of bidders to fulfill all bid requirements may result in rejection of bid. The Agency

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

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

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

6.12 Bid Errors

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

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

6.13 Indemnification

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

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

6.14 Negotiation and Best and Final Offer (BAFO)

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

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

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

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will

complete its evaluation and recommend to the Agency for award that responsible Bidder(s) whose bid proposal, conforming to this RFQ, is most advantageous to the Agency, price and other factors considered.

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

6.15 Retainage

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

6.16 Bidder's Status

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

6.17 Contract Award

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

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

6.18 Notification of Award

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

6.19 Bidder Right to Protest Award

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

6.20 Subcontracting or Assignment

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

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

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

6.21 Right to Inspect Facilities and Records

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

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

6.22 Confidentiality

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

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

6.23 Ownership of Material

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

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

6.24 Proprietary Information/ Public Disclosure

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

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

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

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

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

7.0 PROJECT TERM AND TERMINATION

7.1 Contract Term

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 Qualification, 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

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

11.2 Warranties

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

11.3 Claims

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

11.4 Compliance

- A. Equal Employment Opportunity:** If you are awarded this Contract, you will be required to comply with all applicable Federal and State laws, including the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, as indicated in Exhibit A (included with this RFQ). A signed copy of Exhibit A, indicating your intent to comply with the requirements or a copy of either a Letter of Federal Approval or a Certificate of Employee Information must be submitted with your bid.
- B. New Jersey Business Registration:** In accordance with (N.J.S.A. 52:32-44 et seq.) a Bidder and any named Subcontractors are required to have a valid NJ Business Registration

Certificate (NJBRC), issued by the New Jersey Division of Revenue in the Department of the Treasury, prior to entering into a Contract. The Bidder shall provide a copy of its NJBRC, and those of any named Subcontractors, to the contracting State Agency prior to entering into a Contract; no Contract shall be entered into by any contracting State Agency unless the Bidder first provides this proof of valid business registration. Any Bidder, inclusive of any named Subcontractor (s), who does not possess a valid Business Registration Certificate, prior to the award of a Contract, will be deemed ineligible for a Contract award. A sample certificate is enclosed with this bid document.

- C. Small Business Enterprise Requirement:** The Agency encourages the participation of SBE, Disabled Veteran-owned businesses, MBE and WBE Vendors both as primes and subs. If you are a SBE, MBE or WBE, please provide a copy of your certificate with your submission. Based on the set-aside goal established in the RFQ, a bidder must make good faith efforts as outlined in N.J.A.C. 17:13-4.3 to engage subcontractors registered as small businesses.
- D. State Building Services Contracts Act:** Effective March 13, 2006, New Jersey State Building Service Contract Act (N.J.S.A. 34:11–56.58 *et seq.* & N.J.A.C. 12:64-1.1 *et seq.*) established prevailing wage levels for the employees of Contractors and Subcontractors furnishing building services in State-owned and State-leased buildings to safeguard the efficiency and general well-being of those employees and to protect them and their employers from the effects of serious and unfair competition based on low wage levels which are detrimental to efficiency and well-being.
1. Workers employed or engaged in the performance of a Contract for building services shall be paid not less than the applicable prevailing wage.
 2. Annual adjustments to the prevailing wages for building services are required. These adjustments are to be made on the anniversary date of the effective date of the Contract.
 3. If any worker employed or engaged by the Contractor to furnish building services under the Contract has been paid less than the prevailing wages for building services set forth in the Contract, the State Treasurer may terminate the Contractor's right to proceed with the work and the Contractor and its sureties shall be liable to the State for any excess costs occasioned by the termination.
 4. The Contractor shall submit to the Agency, a certified payroll record for each payroll period, within 10 days of the payment of monetary wages or fringe benefits.
- E. New Jersey Prevailing Wage Act:** The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 *et seq.* is hereby made part of every Contract entered into on behalf of the Agency, except those Contracts which are not within the contemplation of the Act. The Bidder's signature on this proposal is his/her guarantee that neither he/she nor any Subcontractors he/she might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Bidder's signature on the proposal is also his/her guarantee that he/she and any Subcontractors he/she might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- F. Public Works Contractor Registration Act:** The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the

Department of Labor prior to submitting price proposals or engaging on certain public works Contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any Contract for public work as defined in section 2 of P.L.1963, c. 150 (N.J.S.A. 34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the Contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (N.J.S.A. 34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the Contract (N.J.S.A. 34:11-56.55).

- G. Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq. and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.
- H. Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans, and Individuals with Disabilities pursuant to 41 CFR 60-300 and 41 CFR 60-741 (for Contracts covered thereunder):** The Agency and the Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified protected veterans. Additionally, the Agency and the Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.
- I. Americans with Disabilities Act of 1990:** The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 121 01 *et seq.*
- J. Buy American:** Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this Contract, only manufactured items and farm products of the United States, whenever available, be used in such work.
- K. Public Law 2005, Two-Year Chapter 51/ Executive Order 117 (2008) Vendor Certification and Disclosure of Political Contributions:** On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State Contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into Contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008, then-Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increases the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51. On January 20, 2010, Governor Chris Christie issued Executive Order 7, which modified the definition of the term “Business Entity” to include any Labor Union or Labor Organization.

The reference in this Executive Order to “Labor Unions” and “Labor Organizations” shall include any political committee formed by any such labor union or labor organization, one of the purposes of which political committee is to make political contributions.

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

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

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

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

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

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

11.5.2 Certification and Disclosure Requirements

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

any candidate or holder of the public office of Governor, or to any State or County political party committee during certain specified time periods.

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

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

11.5.3 State Treasurer Review

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

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

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

11.6.1 Source Disclosure Requirements

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

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

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

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

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

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

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

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

11.7 Small, Minority, Women and Veteran Business Enterprise Requirement

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

11.8 Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

The Division of Taxation may initiate procedures to set off the tax debt of a specific Vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any

protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the Contract payment due to a Vendor by the amount of that Vendor's state tax indebtedness or, in the case of a Vendor-partnership or Vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

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

11.10 Change in Law

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

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

The Contractor agrees that:

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

12.0 MISCELLANEOUS

12.1 Conflict of Documents

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

12.2 Severability

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

12.3 Key Personnel

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

12.4 Publicity

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

12.5 Tax Exempt

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

12.6 Agency Standard Contract Addendum

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

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

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

APPENDIX 1

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT FOR RFQ TITLE

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

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

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

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

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

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

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

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

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

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

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

- 4 This Contract for **RFQ TITLE** will be 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 RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the Project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all Contractors.
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 Qualification 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

**CLOSING AND TITLE SEARCH SERVICES FOR THE NEW JERSEY
HOMEOWNER ASSISTANCE FUND PROGRAM RFQ**

ADDENDUM #1

QUESTIONS AND ANSWERS

NOVEMBER 23, 2021

Q1. If we choose Decline on the Cost Sheet for the \$700 per assignment billing, will we have the opportunity to submit a more reasonable billing amount, and if so, what format should be used? An example would be section 2 of the title search services on the Cost Sheet. It is stating \$275 for search, tax, assessment and upper courts, and legal description without insurance. We would also need to bill for the Notice of Settlement prep and recording, as well as report of title fee, since a title commitment would not be issued as no insurance is being purchased. When we were a vendor for similar services in 2017-2019 average costs were more than \$700 per assignment.

A1. No, the Cost Sheet is not able to be declined and resubmitted at a different rate.

Q2. Please confirm how many pages the mortgage instrument to be recorded is and confirm if the Vendor is responsible for paying the mortgage recording fees of \$35 for the first page and \$10 for each additional page; and for the Notice of Settlement recording fees of \$20.00; or can these recording fees be billed for as a reimbursement to the Vendor?

A2. The mortgage instrument is 8 pages. Recording fees will be reimbursed to the Vendor at cost.

Diversified Settlement Services, Inc.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT
FOR CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM**

This Agreement is made as of the 13th day of January 2022 by and between Diversified Settlement Services, Inc. whose address is 1200 Veterans Highway, Suite C-7, Bristol, PA 19007 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 Qualification (RFQ) on November 8, 2021, for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, six (6) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the six (6) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the six (6) proposals received, was a proposal submitted by Diversified Settlement Services, Inc. to dated November 29, 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 six (6) proposals and clarifications, if any, selected Diversified Settlement Services, Inc. based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) Diversified Settlement Services, Inc. has submitted a Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with Diversified Settlement Services, Inc. to provide Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program;

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

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

3. In return for the services provided by Diversified Settlement Services, Inc. to, the Agency shall compensate Diversified Settlement Services, Inc. in accordance with the rates presented in Diversified Settlement Services, Inc.'s Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. Diversified Settlement Services, Inc. and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

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

**New Jersey Housing and
Mortgage Finance Agency**

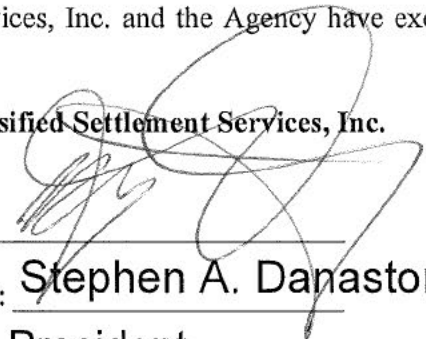
By: _____

Name: Candice Alfonso

Title: Chief of Staff

Date: _____

Diversified Settlement Services, Inc.

By:  _____

Name: Stephen A. Danastorg

Title: President

Date: January 13, 2022

EXHIBIT LIST

- Exhibit A- Agency's Request for Qualification dated November 8, 2021
- Exhibit B- Diversified Settlement Services, Inc.'s Proposal dated November 29, 2021



1200 Veterans Highway, Suite C-7
Bristol, PA 19007
215-781-1900 (P); 215-781-6340 (F)

November 29, 2021

New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
Trenton, NJ 08650-2085

RE: RFQ – Closing and Title Search Services for the
New Jersey Homeowner Assistance Fund Program

To Whom It May Concern,

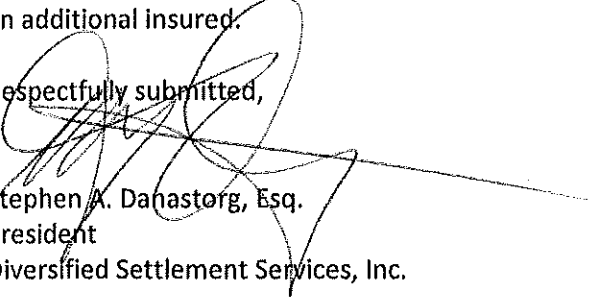
Diversified Settlement Services, Inc. (DSS) is pleased to provide its qualifications for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program. DSS has a strong connection to the State of New Jersey in all its company policies and experience. We take no exceptions to the term and conditions of the RFQ.

Since its founding, DSS has closed more than 35,000.00 transactions in 21 states and the District of Columbia. Our expertise and qualifications have been recognized nationally where DSS has performed closing services as a government contractor for the U.S. Army Corps of Engineers, Housing and Urban Development Administration, USDA-Natural Resource Conservation Service, New Jersey Housing and Mortgage Finance Agency, New Jersey Department of Environmental Protection, Montgomery County Planning Commission, Pennsylvania Turnpike Commission and Bristol Township.

Our response to the Request for Qualification will be organized in accordance with RFQ Sections 4.3 (Security Requirements and 5.0 (Specific Submission Requirements).

We state that we are aware of the RFQ Section 4.2 Insurance Requirements and if awarded the contract, will provide certificates of insurance for General Liability Insurance, Automobile Liability Insurance, Cyber Liability Insurance, Workers' Compensation Insurance and Professional Liability Insurance with the executed Notice of Award. Coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Agency as an additional insured.

Respectfully submitted,


Stephen A. Danastorg, Esq.
President
Diversified Settlement Services, Inc.

Enclosure (1) Section 4.3 Security Requirements

Enclosure (2) Section 5.0 Specific Submission Requirements

Exhibit (A) Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127) N.J.A.C. 17:27-1 et. seq.

Exhibit (B) References

Exhibit (C) Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Exhibit (D) Source Disclosure Certification Form
Exhibit (E) Signed Vendors Code of Ethics
Exhibit (F) Ownership Disclosure Form
Exhibit (G) Subcontractor Utilization Form
Exhibit (H) Signed Cost Sheet
Exhibit (I) Signed Federal Grant Program Rider
Copy of New Jersey Business Registration Certificate

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

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.

Diversified Settlement Services, Inc.

Name of Firm (Please print or type)

November 24, 2021

Date

STEPHEN A. DANASTORG

Officer's Name (Please print or type)

President

Title

Stephen A. Danastorg

Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

COST SHEET
EXHIBIT H

The Program allows for closing services for each assignment. Title search services may be requested from time to time as needed. Total billing for each assignment cannot exceed \$700. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

1. Closing Services (Compensation: \$425 per completed assignment)

Title Agency has conducted closing, collected and returned all required documents, recorded mortgage with the appropriate county.

2. Title Search Services (Compensation: \$275 per completed assignment)

Title Agency has conducted regular title search, tax, assessment and upper court search, and has provided title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description. Title Agency will also perform title run downs / bring downs as requested at no additional fee.



ACCEPT



DECLINE

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

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

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

CONT'D
COST SHEET - EXHIBIT H

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

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

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

Diversified Settlement Services, Inc.

Name of Firm (Please print or type)



Phone Number

Stephen A. Danastorg

Name (Please print or type)

Stephen A. Danastorg

Signature

November 24, 2021

Date

1200 Veterans Highway, Suite C-7

Address

Bristol, PA 19007

City, State, Zip

President

Title



E-mail

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

VI. COPELAND ANTI-KICK-BACK ACT

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

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

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

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

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

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

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

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

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

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

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

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

Accepted: Stephen A. Danastorg Date: November 24, 2021

Print Name and Title: Stephen A. Danastorg, President

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J

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

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

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

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

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

Accepted: Stephen A. Danastorg Date: November 24, 2021

Print Name and Title: Stephen A. Danastorg, President

Subject: Section 5.0 Specific Submission Requirements

1. A copy of the New Jersey insurance producer's licenses for Diversified Settlement Services, Inc. (DSS) and Stephen A. Danastorg, Esq./President are provided as Attachment (1).
2. A copy of the contract information identifying the address, phone numbers and e-mail contacts of its principal office and all other branch offices in New Jersey is provided as Attachment (2).
3. A list of all management, employees, and contractors to be utilized by the Title Agency, including title, along with qualifications and experience of each title abstractor, closer or other personnel who will be assigned to perform services required of the Bidder under this contract is provided on Attachment (3).
4. A narrative that demonstrates Title Agency's capacity, including industry experience, to handle as many as 500 loan annually is provided as Attachment (4).

Enclosure (1)



1200 Veterans Highway, Suite C-7
Bristol, PA 19007
215-781-1900 (P); 215-781-6340 (F)

OFFICE CONTACT INFORMATION

Principal Office: 1200 Veterans Highway, Suite C-7
Bristol, PA 19007
(215) 781-1900 (P)
(215) 781-6340 (F)

Company Website: www.dsstitle.com

Companywide E-mails:

New Orders: titleorder@dsstitle.com
Scheduling: scheduling@dsstitle.com
Closing Docs: docs@dsstitle.com

Attachment (2)

Subject: Attachment (3) Contract Key Personnel with Titles, Qualifications and Experience

Name:	Title/Proposed Role	Education	Work Experience
Stephen A. Danastorg	President/Attorney	J.D.	28 years
Brian G. Mays	Vice-President	B.S.B.A.	35 years
Donna Carr	Title Examiner	High School	35 years
Susan Buzek	Conveyancer/Closer	High School	21 years
Laurie Olive	Conveyancer/Closer	High School	14 years
Patty Casella-Mays	Accounting/Bookkeeper	High School	18 years
Action Title Research, LLC	Statewide Abstractor		Founded in 2003
Faith E. Latini	Witness Closing Agent	B.S. & M.S. Licensed Title Producer	19 years
Gail C. Horton E-Notary, Inc.	Witness Closing Agent		19 years
Lois Swan	Witness Closing Agent		21 years
Susan Harm-D'Andrea	Witness Closing Agent	Licensed Title Producer	30 years

Attachment (3)

Subject: Attachment (4) DSS's capacity, including industry experience, to handle as many as 500 loans annually

- I. Statement of Understanding of Work/ Level of Commitment: Having performed under prior similar contracts (Home Keeper Program and Hardest Hit Program) for New Jersey Housing Mortgage Finance Agency ("the Agency"), DSS has a clear understanding of the work required to be done to meet the needs of the Agency. These services include but are not limited to title searches including liens, taxes, assessments, and upper court searches, disclosed on an ALTA Schedule A and Schedule B forms with no title insurance information and the property's legal description as needed. DSS will perform title run downs/bring downs as requested at no additional fee. DSS's entire team has performed similar services on other contracts and is dedicated and committed to providing the highest quality closing and title search services under any subsequent contract issued and awarded by the Agency.
- II. Supporting Information:
 - A. Firm Overview – DSS has 21 years of experience in New Jersey providing closing and title search services to clients in the government and private sectors. Operating from its Central Office in Bristol, Bucks County, Pennsylvania, DSS has completed over 35,000 closing transactions in 20 different states and the District of Columbia. DSS's staffs' average years of experience in the industry is 25 years. Eighty-three percent of the staff has worked for DSS for at least 14 years. We are near the Agency's office in Trenton, New Jersey and regularly close transactions throughout the entire state.
 - B. Personnel and References – DSS will provide a highly qualified management team, closing officers and support personnel to resource this contract. Our key personnel with titles, qualifications and experience are outlined in Section 5 Specific Submission Requirements, Attachment (3). Additionally, our references are outlined in Exhibit "B" herein.
 - C. Relevant Experience – DSS has provided similar closing and title search services for the Agency and other public and private sector clients in New Jersey and other states. Our most recent and relevant experience as it relates to this RFQ, is our performance under the Home Keeper Program and Hardest Hit Program for New Jersey Housing Mortgage Finance Agency. Under both contracts we were charged with performing the exact same kind of services, volume of closings and meeting similar demands as those specified in this RFQ. Utilizing state of the art industry specific software including, Title Express, QuickBooks Pro and Crystal Reports has increased our productivity and accuracy. The application of these modern software tools to our time-tested processes coupled with our experienced staff are the key elements to our transaction's success.

DSS's specific expertise and range of services that differentiates it from the competitors are its dedication to Customer-Centric Service and Flawless Files which are the premier hallmark of the DSS work product.

Customer-Centric Services involves taking the time to understand and meet the needs and requirements of each party in every transaction. This requires prompt, courteous, and knowledgeable response to all inquiries about legal or procedural aspects of each closing.

The DSS standard for Flawless Files includes this commitment to nothing less than perfection in the essential document production and record keeping tasks of the closing business. This requires that quality assurance steps be taken by experienced supervisory personnel to review each step of the process from the time the closing file is opened until it is closed. This also requires 100% error free handling of the financial elements of each transaction.

Attachment (4)

DSS utilizes the integration of Title Express, QuickBooks Pro and Crystal Reports along with its time tested, reliable tracking process to provide flawless services. The services process includes:

1. Receipt of order
2. Open an internal File and assign a file number
3. Issue a confirmation of order receipt
4. Initiate all title searches
5. Receive title search and perform an examination of this search
6. Issue a Title Report consistent with the ALTA Schedule A and Schedule B forms with the property's legal description as needed.
7. Clear title defects, if applicable
8. Prepare relevant closing documents for settlement
9. Coordinate scheduling of settlement transaction
10. Perform Closing
11. Return executed closing documents to the Agency
12. Record executed documents at local courthouse
13. Electronically archive file
14. Return the recorded documents to the Agency

This process provides an unsurpassed level of consistent, reliable, and accurate closing services.

D. Commitment to Diversity – DSS provides equal opportunity in employment to increase representation of people of color, women, and other historically underrepresented groups at all levels of our industry and business. DSS's President and Co-founder is a Hispanic male and is committed to building and maintaining a work force of various cultures, including individuals from diverse backgrounds.

Edem Title Agency, Inc.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM**

This Agreement is made as of the 13th day of January 2022 by and between Edem Title Agency, Inc. whose address is 197 Fairfield Road, 2nd Floor, Fairfield, New Jersey, 07004-2420 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 Qualification (RFQ) on November 8, 2021, for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, six (6) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the six (6) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the six (6) proposals received, was a proposal submitted by Edem Title Agency, Inc. to dated November 10, 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 six (6) proposals and clarifications, if any, selected Edem Title Agency, Inc. based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) Edem Title Agency, Inc. has submitted a Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with Edem Title Agency, Inc. to provide Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program;

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

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

3. In return for the services provided by Edem Title Agency, Inc. to, the Agency shall compensate Edem Title Agency, Inc. in accordance with the rates presented in Edem Title Agency, Inc.'s Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. Edem Title Agency, Inc. and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

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

**New Jersey Housing and
Mortgage Finance Agency**

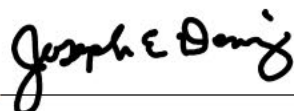
By: _____

Name: Candice Alfonso

Title: Chief of Staff

Date: _____

Edem Title Agency, Inc.

By: 

Name: Joseph E Deming

Title: President

Date: January 13, 2022

EXHIBIT LIST

- Exhibit A- Agency's Request for Qualification dated November 8, 2021
- Exhibit B- Edem Title Agency, Inc.'s Proposal dated November 10, 2021

THE TITLEISTS

197 Fairfield Road, 2nd Fl.
FAIRFIELD, NEW JERSEY 07004-2420
TEL (973) 882-8383 - FAX (973) 575-4768

November 10, 2021

RFP Compliance Document

Bid Form Item 5.0, SPECIFIC SUBMISSION REQUIREMENTS

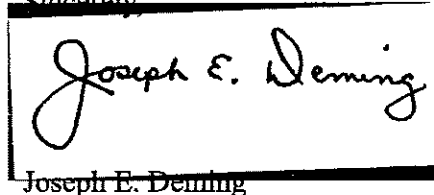
- 5.1
1. Copies of New Jersey insurance producers license attached for both the Contractor and individual licensee.
 2. The Contractor's address is as shown on the letterhead above and there are no branch offices .
 3. The firm of Charles Jones will be used for county present owner searches, upper court judgment searches, tax and assessment searches, and collateral research. This vendor is universally recognized as a reliable research vendor. The Contractor has online account privileges to research, receive returns and store search materials. Charles Jones has advanced the art and science of searching, and earned a distinctive reputation for accuracy and dependability. It is our signature service. The company got its start in 1911, when Charles Jones, a Newark attorney, manually searched and indexed public records filed in New Jersey. The firm continued this practice until 1969, when Charles' son Donald Jones, went against the advice of other experts and installed the company's first computer system. It proved fruitful for both the company and its customers, as he was able to speed the process of searching, and lead the firm into the technology age. A pioneer and visionary, Donald Jones led the company along this new frontier by expanding his investment and spearheading the development of a complete electronic database. By 1972, the firm accomplished its first fully computerized search, positioning Charles Jones to continue as a leader in the information industry. In the late 1970's, Donald continued this forward thinking and made Charles Jones one of the first companies in our industry to provide online access and information services.
 3. CSC will be used by the current account and online source for recording the Notice of Settlement if required, and for recording the mortgage. CSC is the world's leading provider of business, legal, tax, and digital brand services to companies around the globe. CSC works with some of the world's largest banks and commercial lenders to provide solutions for secure real estate document recording, reducing risk in their lien portfolios, improving their transaction speeds, and creating a secure environment for their financial processing needs. CSC was the first to market with electronic document recording (eRecording) in the U.S.

5.1 (cont.)

3. All other services anticipated including closing, will be provided by the Contractor.

4. The Contractor was previously awarded a contract by NJHMFA to perform the same essential services describe in this RFP. In 2017 and 2018, the Contractor successfully processed hundreds of closings for NJHMFA, on behalf of New Jersey homeowners in distress. The coverage area of that contract is similar to the territory requested in this response. Title research, document review, supervision of closing, recording and post closing document provision to the Agency were all successfully completed during the entire contract term. That contract embraced two separate types of loans to assist homeowners in retaining ownership, avoiding foreclosure and effecting reinstatement of loans.

Sincerely,

A handwritten signature in cursive script, reading "Joseph E. Deming", is enclosed within a black rectangular border. The signature is fluid and legible.

Joseph E. Deming

JD/sm

Applicant's Certification and Attestation

The Applicant must read the following very carefully:

1. I hereby certify that, under penalty of perjury, all of the information submitted in this request for contact change is true
2. I am aware that submitting false information or omitting pertinent or material information in connection with this request for contact change is grounds for license revocation and may subject me to civil or criminal penalties.
3. Where required by law, I hereby designate the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this request for contact change is made to be my agent for service of process regarding all insurance matters in the respective jurisdiction and agree that service upon the Commissioner, Director or Superintendent of Insurance, or other appropriate party of that jurisdiction is of the same legal force and
4. I further certify that I grant permission to the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this request for contact change is made to verify information with any federal, state or local government agency, current or former employer, or insurance company.
5. I authorize the jurisdictions to give any information concerning me, as permitted by law, to any federal, state or municipal agency, or any other organization and I release the jurisdictions and any person acting on their behalf from any and all liability of whatever nature by reason of furnishing such information.
6. I acknowledge that I understand and will comply with the insurance laws and regulations of the jurisdictions in which I am licensed.

This application has been electronically attested (Yes/No):

Yes

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

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.

EDEM TITLE AGENCY INC.

Name of Firm (Please print or type)

11/10/2021

Date

Joseph E Deming

Officer's Name (Please print or type)

PRES.

Title

Joseph E. Deming

Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

COST SHEET
EXHIBIT H

The Program allows for closing services for each assignment. Title search services may be requested from time to time as needed. Total billing for each assignment cannot exceed \$700. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

1. Closing Services (Compensation: \$425 per completed assignment)

Title Agency has conducted closing, collected and returned all required documents, recorded mortgage with the appropriate county.

2. Title Search Services (Compensation: \$275 per completed assignment)

Title Agency has conducted regular title search, tax, assessment and upper court search, and has provided title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description. Title Agency will also perform title run downs / bring downs as requested at no additional fee.



ACCEPT



DECLINE

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

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

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

CONT'D
COST SHEET - EXHIBIT H

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.

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

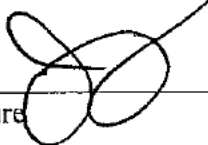
Edem Title Agency, Inc.

Name of Firm (Please print or type)

Phone Number

Joseph E Deming

Name (Please print or type)

Signature 

November 10, 2021

Date

197 Fairfield Rd., 2nd Fl.

Address

Fairfield, NJ 07004-2420

City, State, Zip

President

Title

E-mail

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

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

VI. COPELAND ANTI-KICK-BACK ACT

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

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

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

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

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

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

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

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

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

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

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

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

Accepted: _____

Joseph E. Deming

Date: _____

11/10/2021

Print Name and Title: _____

Joseph E. Deming, Pres.

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J

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

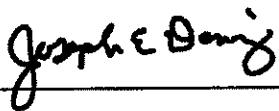
Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate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

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

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

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

Accepted: _____



Date: _____

11/10/2021

Print Name and Title: _____

Joseph E. Deming, Pres.

Fortune Title Agency, Inc.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM**

This Agreement is made as of the 13th day of January 2022 by and between Fortune Title Agency, Inc. whose address is 39 Woodland Road, Roseland, NJ 07068 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 Qualification (RFQ) on November 8, 2021, for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, six (6) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the six (6) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the six (6) proposals received, was a proposal submitted by Fortune Title Agency, Inc. to dated November 22, 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 six (6) proposals and clarifications, if any, selected Fortune Title Agency, Inc. based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) Fortune Title Agency, Inc. has submitted a Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with Fortune Title Agency, Inc. to provide Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program;

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

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

3. In return for the services provided by Fortune Title Agency, Inc. to, the Agency shall compensate Fortune Title Agency, Inc. in accordance with the rates presented in Fortune Title Agency, Inc.'s Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. Fortune Title Agency, Inc. and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

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

**New Jersey Housing and
Mortgage Finance Agency**

By: _____

Name: Candice Alfonso

Title: Chief of Staff

Date: _____

Fortune Title Agency, Inc.

By:  _____

Name: Nicole Timpanaro

Title: CEO

Date: 01/18/2022

EXHIBIT LIST

- Exhibit A- Agency's Request for Qualification dated November 8, 2021
- Exhibit B- Fortune Title Agency, Inc.'s Proposal dated November 22, 2021



39 Woodland Rd. • Roseland, New Jersey 07068 • 973-226-6555 • 973-226-6171 fax • fortune@title.com

To Whom It May Concern:

Our corporate office is location at 39 Woodland Road, Roseland, NJ 07068. We have three other branch offices at the locations specified below:

507 Broad Street, Shrewsbury, NJ 07702
1130 Hooper Avenue, Toms River, NJ 08753
2902 Haddonfield Road, Pennsauken, NJ 08110

All office locations have the same telephone number, which is 973-226-6555. All offices have the same email contacts, which are title@fortunetitle.com and closings@fortunetitle.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Timpanaro", with a long horizontal flourish extending to the right.

Nicole Timpanaro
CEO

Employee First Name	Employee Last Name	Job Title	Years of Experience
Altheia	Garvey-Scott	Search Associate	22
Amanda	Simoni	Chief Operating Officer	20
Danielle	Mautone	Closing Coordinator	0
Dorri	Timpanaro	Bookkeeper	49
Greg	Petroski	Search Associate	33
Gregory	Petroski, Jr.	Closer	10
Jaclyn	Klingert	Core Associate	7
Jennifer	Glasser	Office Manager	4
Karissa	Collucci	Closing Coordinator	7
Kendra	Hammell	Title Officer	23
Kimberley	Arcaro	Core Associate	0
Laura	Swayze	Title Officer	30
Lisa	Cospito	Receptionist	0
Manny	Alvelo	Counsel, Senior Title Officer	26
Marie	Somers	Title Associate	16
Meghan	Cannon	Executive Assistant	0
Melani	DiGeronimo	Title Officer	22
Natasha	Babb	Title Clerk	0
Nicholas	Timpanaro	President	38
Nicole	Timpanaro	CEO	15
Nicole	Molinaro	Title Officer	10
Noreen	Schifini	Regional Sales Manager	38
Raymond R.	Curnew, Jr.	CSO, Principal	21
Stephanie	Arehart	Closing Coordinator	0
Suzanne	Moccaro	Branch Manager, Senior Title Officer	40
William	Fogarty	Business Development Associate	0



39 Woodland Rd. • Roseland, New Jersey 07068 • 973-226-6555 • 973-226-6171 fax • fortunetitle.com

To Whom It May Concern:

Fortune Title Agency, Inc. was founded in 2000 by Nicholas P. Timpanaro. The company has since grown to a total of 26 employees and provides title insurance services nationwide. We have over 100 years of title experience and currently process about 600 files per month. We have participated in the New Jersey Hardest Hit Fund Program and have a lot of experience in both title insurance and settlement services. We have more than enough capacity to take on an additional 500 loans annually and look forward to being of service.

Sincerely,

Nicole Timpanaro

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

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.

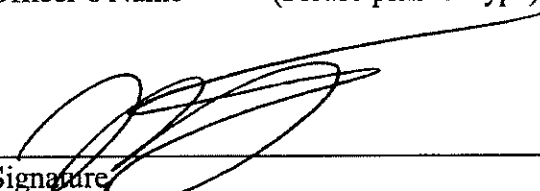
This is to acknowledge that I received and read the New Jersey Housing and Mortgage Finance Agency's Vendor Code of Ethics, and I understand the terms of the Vendor Code of Ethics.

Fortune Title Agency, Inc.
Name of Firm (Please print or type)

11/22/2021
Date

Nicole Timpanaro
Officer's Name (Please print or type)

CEO
Title


Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REQUEST FOR QUALIFICATIONS
FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

COST SHEET
EXHIBIT H

The Program allows for closing services for each assignment. Title search services may be requested from time to time as needed. Total billing for each assignment cannot exceed \$700. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

1. Closing Services (Compensation: \$425 per completed assignment)

Title Agency has conducted closing, collected and returned all required documents, recorded mortgage with the appropriate county.

2. Title Search Services (Compensation: \$275 per completed assignment)

Title Agency has conducted regular title search, tax, assessment and upper court search, and has provided title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description. Title Agency will also perform title run downs / bring downs as requested at no additional fee.



ACCEPT



DECLINE

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

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

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

CONT'D
COST SHEET - EXHIBIT H

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.

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

Fortune Title Agency, Inc.
Name of Firm (Please print or type)

39 Woodland Road
Address

[REDACTED]
Phone Number

Roseland, NJ 07068
City, State, Zip

Nicole Timpanaro
Name (Please print or type)

CEO
Title

[Signature]
Signature

[REDACTED]
E-mail

11/22/2021
Date

FEDERAL GRANT PROGRAM RIDER

EXHIBIT I

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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

VI. COPELAND ANTI-KICK-BACK ACT

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

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

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

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

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

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

- (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: _____

11/22/2021

Print Name and Title: _____

Nicole Timpanaro CED

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J

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

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

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

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

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

Accepted: _____

Date: _____

11/20/2021

Print Name and Title: _____

Nicole Timpanaro CED

Stewart Title Company

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM**

This Agreement is made as of the 13th day of January 2022 by and between Stewart Title Company whose address is 330 West 8th Street, Ship Bottom, New Jersey 08005 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 Qualification (RFQ) on November 8, 2021, for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, six (6) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the six (6) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the six (6) proposals received, was a proposal submitted by Stewart Title Company to dated November 29, 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 six (6) proposals and clarifications, if any, selected Stewart Title Company based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) Stewart Title Company has submitted a Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with Stewart Title Company to provide Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program;

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

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

3. In return for the services provided by Stewart Title Company to, the Agency shall compensate Stewart Title Company in accordance with the rates presented in Stewart Title Company's Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. Stewart Title Company and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

IN WITNESS WHEREOF, Stewart Title Company 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: _____

Name: Candice Alfonso

Title: Chief of Staff

Date: _____

Stewart Title Company

By: Christine Harashinski

Name: Christine Harashinski

Title: Branch Manager

Date: 1/13/2022

EXHIBIT LIST

- Exhibit A- Agency's Request for Qualification dated November 8, 2021
- Exhibit B- Stewart Title Company's Proposal dated November 29, 2021



10 Waterview Blvd., Ste.10
Parsippany, NJ 07054
P: 973-334-2735

14 Wall Street
Princeton, NJ 08540
P: 732-539-0174

330 West 8th St.
Ship Bottom, NJ 08008
P: 609-850-6024

August 9, 2021

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

Re: Closing and Title Search Services for The New Jersey Homeowner Assistance Fund Program

Dear Sir or Madam:

We are herewith submitting our proposal for the above referenced posting.

We are Stewart Title Company, direct operations for Stewart Title Guarantee Company, a national title underwriter. We have 3 main offices in New Jersey. The main point of contact for purposes of this proposal will be myself, Christine Harashinski. I am located at our Ship Bottom, NJ office as shown above. My email address is [REDACTED] and I can be reached at [REDACTED].

We are currently contracted with the State of New Jersey Department of Environmental Protection for the Green and Blue Acres programs. We have previously done work with the New Jersey Department of Community Affairs as well as The New Jersey Housing and Mortgage Finance Agency as well as county offices through-out the state.

Our State of New Jersey Business Registration Certificate number 0892175 reflects Houston, TX, which is where our national headquarters is located. That address is 1360 Post Oak Blvd., Ste 100 Houston, TX 77056. We are a corporation and our parent company Stewart Title Guarantee Company has been in business since 1893.

We have vast knowledge of both residential and commercial real estate transactions providing title insurance and settlement services in New Jersey, with sister offices in nearly all other states and even around the world.

We do ask that References Exhibit B not be subject to disclosure. It contains client contact information that may not be readily available to others in our industry.

We thank you for your kind consideration in reviewing our proposal and look forward to the potential of working with you in the future.

With kind regards,

A handwritten signature in black ink, appearing to read 'Christine Harashinski', written over a white background.

Christine Harashinski
Branch Manager

SPECIFIC SUBMISSION REQUIREMENTS

5.1

#1



Demographics

Company Name: STEWART TITLE GUARANTY COMPANY
SBS Company Number: 99306550
Domicile Type: Foreign
NAIC Group Number: 340 - STEWART TITLE GRP
Merger Flag: No

NAIC CoCode: 50121
State of Domicile: Texas
Organization Type: Stock

Short Name:
FEIN: 74-0924290
Country of Domicile: United States
Date of Incorporation: 02/20/1908

DBA Name

No results found.

Address

Business Address
1360 POST OAK BLVD
SUITE 100
HOUSTON, TX 77056
United States

Mailing Address
1360 POST OAK BLVD
SUITE 100
HOUSTON, TX 77056
United States

Statutory Home Office Address
1360 POST OAK BLVD
SUITE 100
HOUSTON, TX 77056
United States

Main Administrative Office Address
1360 POST OAK BLVD
SUITE 100
HOUSTON, TX 77056
United States

Phone, Email, Website

Phone
Type
Marketing Primary Phone
Number
(713) 625-8599

Email
Type
Statutory Home Office Email
Statutory Home Office Email
Statutory Home Office Email
Statutory Home Office Email
Statutory Home Office Email
Statutory Home Office Email
Statutory Home Office Email

Website
No results found.

Company Type

Company Type: Title
Status: Active
Effective Date: 05/02/2021
Issue Date: 07/16/1969
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 7650121
Approval Date: 07/16/1969
Article No:

Status Date: 04/30/2020
Expiration Date: 05/01/2022
File Date: 07/16/1969
COA Number:

Appointments

Show 10 entries

Showing 101 to 110 of 215 entries

Filter

Licensee Name	License Number	NPI	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
RIVER EDGE TITLE AGENCY LLC	1057101	8563845	Insurance Producer		02/15/2007	04/02/2021	05/01/2022
DOWNTOWN ABSTRACT INCORPORATED	1038292	8394190	Insurance Producer		10/16/2009	04/02/2021	05/01/2022
CARNEGIE NATIONAL ABSTRACT LLC	1548300	17259243	Insurance Producer		07/20/2018	04/02/2021	05/01/2022
SCOTT TITLE SERVICES LLC	216925	7413107	Insurance Producer		08/13/2002	04/02/2021	05/01/2022
STEWART TITLE COMPANY	1235295	10928352	Insurance Producer		02/09/2015	04/02/2021	05/01/2022
CERTIFIED ABSTRACT CO INC	1173153	2006864	Insurance Producer		06/25/2008	04/02/2021	05/01/2022
BARRINGTON LAND SERVICES	1100789	9149787	Insurance Producer		01/31/2017	04/02/2021	05/01/2022
ROYAL ABSTRACT CORP OF NEW JERSEY	8760174	5734485	Insurance Producer		07/16/2007	04/02/2021	05/01/2022
FIELDSTONE TITLE AGENCY LLC	1029648	8324438	Insurance Producer		05/17/2013	04/02/2021	05/01/2022
FIRST TITLE & ESCROW LLC	9836929	2339270	Insurance Producer		06/07/1999	04/02/2021	05/01/2022

Prev 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 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2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201

Contact Type	Preferred Name	Name	E-mail	Phone	Address
President		MATTHEW MORRIS		Business Primary Phone: (713) 625-8599	Other P.O. BOX 2029 HOUSTON, TX United States County 77252
Annual Stmt/Data Entry		ALISON EVERS		Business Primary Phone: (713) 625-8599	Other P.O. BOX 2029 HOUSTON, TX United States County 77252
General Claims Contact		RELATIONS POLICYHOLDER		Business Primary Phone: (713) 625-8250	Other 1980 POST OAK BOULEVARD HOUSTON, TX United States County 77056
Secretary		Denise Carraux		Business Primary Phone: (713) 625-8100	Other P.O. BOX 2029 HOUSTON, TX United States County 77252
Consumer Complaint		MARK BORST	Business Email: mborst@stewart.com	Business Primary Phone: (781) 697-3333 Business Toll Free Phone: (781) 697-3325 Fax Phone: (781) 697-3336	Other 200 FIFTH AVENUE WALTHAM, MA United States County 02451

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	STEWART TITLE GUARANTY COMPANY	

SPECIFIC SUBMISSION REQUIREMENTS

5.1

#2



Stewart Title Company

LBI

330 West 8th Street

Ship Bottom, NJ 08008

P: 609-850-6024

Stewart Title Company

Parsippany

10 Waterview Blvd., Suite 110

Parsippany, NJ 07054

P: 973-334-2735

Stewart Title Company

Princeton

16 Wall Street

Bldg. H, 2nd Floor

Princeton, NJ 08540

P: 732-359-3155

Stewart Title Company

330 West 8th Street

Ship Bottom, NJ 08008

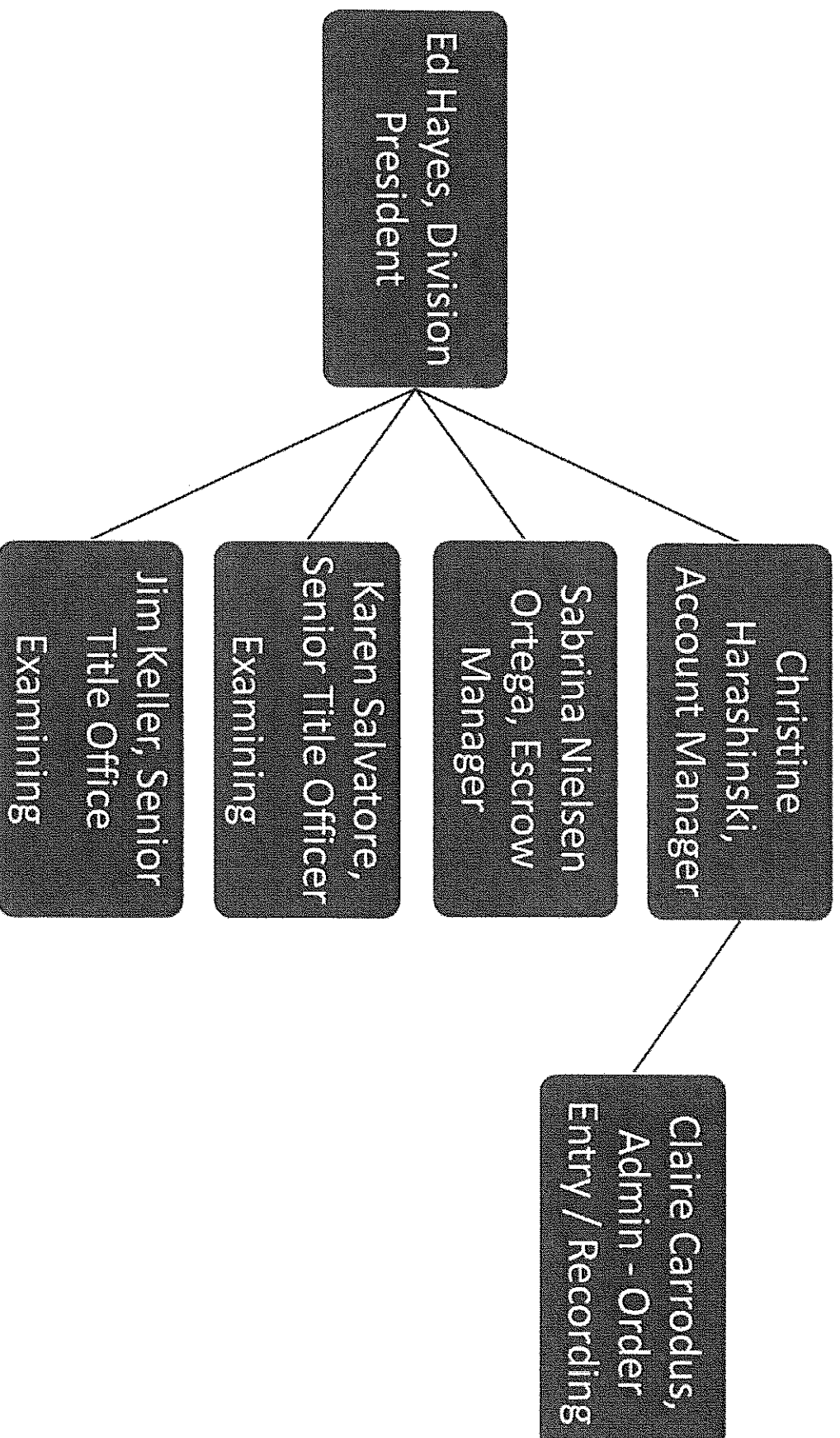
Phone (609) 850-6024

SPECIFIC SUBMISSION REQUIREMENTS

5.1

#3

Stewart Title Company, New Jersey - Organizational Chart for proposed NJHMFA team





TITLE

11/30/2021

8/9/2021

10 Waterview Blvd., Ste. 10 16 Wall Street, Bldg H, 2nd Fl 330 West 8th St.
Parsippany, NJ 07054 Princeton, NJ 08540 Ship Bottom, NJ 08008
P: 973-334-2735 P: 732-359-3155 P: 609-850-6024

Stewart Title, NJ Division Key Team Members List for proposed NJHMFA Account

Department/Name	Title	Location	Email	Phone Number
Division President				
Edward Hayes	Division President	Parsippany	Ed.Hayes@stewart.com	973-334-2735 (O) 973-615-4152 (M)
Account Management				
Christine Harashinski	Branch Manager/Title Officer	Ship Bottom	Christine.Harashinski@stewart.com	609-850-6024 (O) 609-317-6875 (M)
Order Entry / Tracking - send new orders, quote requests, and status of commitment requests to Claire and cc Christine				
Claire Carrodus	Administrative Assistant	Ship Bottom	Claire.Carrodus@stewart.com	609-850-6023 (O) 609-756-6611 (M)
Escrow / Closing - send all escrow processing emails to Sabrina and Christine				
Sabrina Nielsen Ortega	Escrow Manager	Parsippany	sabrina.nielsen@stewart.com	973-334-2735 (O) 973-886-2872 (M)
Examining Department - Send questions regarding title commitments issued and rundown requests to the appropriate examiner and cc Christine and Karen Salvat				
To determine the Title officer - they sign as the Authorized Countersignature on the title commitment cover page; they also sign the payment voucher for the search work. If examiner is not on this list, just email Karen and Christine.				
Karen Salvatore	Senior Title Officer	Parsippany	Karen.Salvatore@stewart.com	973-334-2735 (O) 973-281-2198 (M)
Jim Keller	Senior Title Officer	Princeton	jim.keller@stewart.com	732-359-3155 (O) 848-220-6539 (M)



—TITLE—

10 Waterview Blvd., Ste.10
Parsippany, NJ 07054
P: P: 973-334-2735

14 Wall Street
Princeton, NJ 08540
P: 732-539-0174

330 West 8th St.
Ship Bottom, NJ 08008
P: 609-850-6024

BIOs of Key Team Members for proposed NJHMFA team

Ed Hayes – Division President, Stewart Title Company, Parsippany

April 2008 to present. Currently manages day to day operations for Stewart Title State of New Jersey division. Responsible for achieving targeted profits and market share goals. Conduct monthly staff meeting to ensure associates are informed and engaged in the company policies. Advise and resolve title and closing issues for division. Maintained division records for underwriter and state. Perform all administrative duties. Examine title abstracts, write title commitments, resolve complex title issues for both residential and commercial transactions. Previously worked at Apple Title LLC and U.S. Title LLC between 2001 and 2008 with similar responsibilities.

Christine Harashinski – Branch Manager, Title Officer – Stewart Title Company, Ship Bottom

May 2012 to present. Currently handles account management, business development, and office management. Oversee and manage marketing for local and state markets, customer engagement and follow through, order entry, escrow processing, coordination of closing and settlement, recording process, policy issuance, and accounting. Managing closings by overseeing the entire process from beginning to end all while providing the best customer support to our current and potential clients. Previously worked at Investment Title, Clarity Title, and American Bureau of Metal Statistics.

Sabrina Nielsen Ortega – Escrow Manager, Title Officer – Stewart Title Company, Parsippany

January 2016 to present. Currently manage escrow department including workflow, clearing title, obtaining payoffs, commission statements, attorney fees, etc. Also balance Closing Disclosures with lenders. Overseas collaboration between examining team and escrow team. Additionally, completes escrow processing for complex residential, commercial, and state and county acquisitions. Collaborates with accounting and computer support teams to ensure efficient processes and compliances. Previously worked as a paralegal at Griffin Alexander, P.C.

Karen Salvatore – Senior Title Officer – Stewart Title Company, Parsippany

November 2020 to present; 2006-2018 Prepare title commitment for commercial, residential, and state acquired transactions by reading searches, including deeds, maps, liens, mortgages, judgments, tidelands, tax and assessments, easements and restrictions, to create title commitments. Process amendments, endorsements, resolve issues, create invoicing, and work with clients to clear title issues. Previously worked at Kensington VanGuard National Title Services.

Jim Keller – Senior Title Officer – Stewart Title Company, Princeton

January 2019 – Present. Organizing search results into title commitment files, read searches, including deeds, maps, liens, mortgages, judgments, tidelands, tax and assessments, easements and restrictions, to create title commitments. Process amendments, endorsements, resolve issues, create invoicing, and work with clients to clear title issues. Previously worked at Investment Title Agency and other agencies in similar capacity for 20 plus years.

Claire Carrodus – Administrative Assistant – Stewart Title Company, Ship Bottom

August, 2019 – Present. Responsible for order entry of all residential and state orders in the office for both refinances and purchases. Also handles all recording of documents with county clerks both electronically and manually.

SPECIFIC SUBMISSION REQUIREMENTS

5.1

#4

5.1 #4 – Description & Documentation of Proposer's Experience and Qualifications

Stewart Title Company, NJ division, is the direct operation in NJ of the underwriter, Stewart Title Guaranty Company. STGC has been in the title insurance business for over 125 years. From residential and commercial title insurance, and closing and settlement services, to specialized offerings for the mortgage industry, we offer the comprehensive service, deep expertise and solutions our customers need for any real estate transaction. Stewart Title Company, NJ division, was awarded the NJDEP contract in 2014 and was awarded the Green Acres & Blue Acres Programs for the NJDEP bid again in 2021. During this time, we have, provided hundreds of title searches, commitments, and policies to the NJDEP. Our team of title officers, examiners, and processors have been timely in responding to new orders, providing commitments, answering questions, clearing title, conducting settlement, and ultimately issuing policies. We understand the process of receiving the title order requests, responding to acceptance of the new orders, Receiving the new order letters along with the acknowledgment and payment vouchers, conducting settlements, and returning completed order acknowledgments. We then complete 60-year searches, along with supporting search work needed to complete the title commitments. Our team of experienced, vetted and verified examiners review the searches in great detail to provide title commitments with schedule A, schedule B, legal descriptions, and support searches. Included is also, the title review sheets, summarizing the findings, as well as search work invoices, payment voucher, and fee sheets. We then work with paralegals and title analysts to clear any questions or open items. When closing time comes, our escrow officers prepare settlement statements, collaborate with parties in the transaction to obtain payoffs, etc., then order run downs and turn them around in hours. Upon receipt of closing docs, we record documents, issue insurance premium invoices, with payment vouchers, and fee sheets, along with any survey endorsements, if needed. Within 30 days of closing, we then order cover records, and then issue policy accordingly. We pride ourselves on closing residential and commercial transactions through-out, not only NJ, but also anywhere in the US. In addition to a traditional closing, we now have the ability to do RON - Remote Online Notary, as well as AVON – Audio Video On-line Notary to allow for socially distance closings due to Covid-19. Our team of STGC NJ underwriting attorneys are located right next door to our Parsippany office suite for immediate access to any difficult title issues that may come up. Please see attached sample of a title commitment.

COMMITMENT FOR TITLE INSURANCE
Issued by

STEWART TITLE GUARANTY COMPANY

**SAMPLE
1**

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

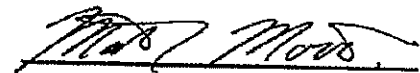
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company




Matt Morris
President and CEO

Stewart Title Company
10 Waterview Blvd.
Suite 110
Parsippany, NJ 07054


Denise Carraux
Secretary

Commitment Jacket - Page 1 of 2

New Jersey Land Title
Insurance Rating Bureau

NJRB 3-07
Effective 2/15/07, Revised 9/10/07

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File No. 01258-LSTA1289

STEWART TITLE
GUARANTY COMPANY



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Commitment Jacket - Page 2 of 2

New Jersey Land Title
Insurance Rating Bureau

NJRB 3-07
Effective 2/15/07, Revised 9/10/07

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File No. 01258-LSTA1289

STEWART TITLE
GUARANTY COMPANY



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

IMPORTANT NOTICE AND DISCLOSURE

1. By law Stewart Title Guaranty Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.
2. THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF STEWART TITLE GUARANTY COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS. Because the attorney is not our agent, we assume no responsibility for any information, advice, or title insurance promises the attorney may give or make. Our *only* liability to you is under the terms of the Commitment, Policy and Closing Protection Letter - Single Transaction if you choose to obtain one.
3. If you desire to obtain protection from this company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the company will, on request and the payment of fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
4. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 01258-LSTA1289

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay us the premiums, fees and charges for the policies.
3. Document(s) satisfactory to us creating the interest in the land and/or mortgage insured must be signed, delivered and recorded:
 - a. Deed from Craig Harris and Oya Harris, husband and wife to State of New Jersey, Department of Environmental Protection
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then raise additional requirements or exceptions.
5. A Notice of Settlement to be filed ten (10) days before the settlement date of the proposed transaction, pursuant to N.J.S.A. 46:16a-4.
6. **Seller's Affidavit of Title:** The Company's standard form of Seller's Affidavit of Title must be executed by the seller(s), without modification or exceptions, at time of closing and provided to this Company. If the seller(s) require that the affidavit be modified or exceptions taken to the statements therein, such modifications or exceptions must be approved by the Company prior to closing and the Company reserves the right to amend this commitment as may be required by such disclosures.
7. **Mortgagor's Affidavit of Title:** The Company's standard form Mortgagor's Affidavit of Title must be executed by the mortgagor(s), without modification or exceptions, at time of closing and is to be provided to this Company. If the mortgagor(s) require that the affidavit be modified or exceptions taken to the statements therein, such modifications or exceptions must be approved by the Company prior to closing and the Company reserves the right to amend this commitment as may be required by such disclosures.
8. Satisfaction and discharge of record of the following matters:
 - a. New Jersey Superior Court and United States District Court Search Number 4307696 dated July 31, 2019 shows judgments and/or bankruptcies against the Sellers and/or Proposed Insureds or persons with a like or similar name. If said returns are against the parties in the chain of title, said returns are liens on the subject premises and must be disposed of at or prior to closing of title. If said returns are not against the person in the chain of title, but persons of similar name, proof of that fact by way of an Affidavit of Title explicitly stating that the returns are not against the person in title, but against person of similar name must be submitted to the Company. Subject to a continuation search prior to closing.
 - b. New Jersey Superior Court and United States District Court Search Number 4307701 dated July 31, 2019 shows no judgments and/or bankruptcies against predecessors in title or person with a like or similar name.
 - c. Mortgage from Craig Harris and Oya Harris, his wife to Mortgage Electronic Registration Systems Inc.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 01258-LSTA1289

(MIN#1200402707107120700) as nominee for Homecomings Financial Network, Inc. dated October 8, 2003 and recorded October 21, 2003 in Book 5486, Page 1159. Said mortgage secures the sum of \$187,900.00. The said mortgage was assigned to The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, as Trustee for Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2003-RS10 at c/o Ocwen Loan Servicing, LLC dated March 25, 2017 and recorded April 6, 2017 in Book 6951, Page 2628 and further assigned to Mortgage Electronic Registration Systems, Inc dated June 22, 2018 and recorded July 9, 2018 in Book 7055, Page 1.

9. A copy of the signed closing statement, together with proof that all Real Estate Taxes and Municipal Assessment have been paid. Prior to the issuance of any title insurance policies, we must be provided with a copy of all discharges/releases of any existing mortgages, judgments and liens, or proof that they will be paid off at time of settlement.
10. This company must be notified at least 48 hours prior to settlement, do order a run down on the herein mentioned property. In the event we are not notified, this Company will not be held responsible for any action between the Commitment Date and the present County Board Date.
11. An acceptable form of photo identification must be supplied to this Company in order for it to insure either the deed and/or mortgage covered by this commitment.
12. Spouses or partners in a civil union, if any, of vested owners as set forth in Schedule A, Item 2 hereof must join in Deed of Conveyance and/or Mortgage if the subject premises is now or ever has been used as the primary marital residence or as the principal residence under the civil union.
13. If any documents pertaining to this matter are to be executed by any Attorney-In-Fact, the Power of Attorney which conveyed said fiduciary capacity must be provided to this Company prior to closing for review of same and said Power must be recorded prior to recording of the insured instrument.
14. If the proposed transaction is a short sale, this Company will require the following:
 - a. Satisfactory evidence that the transaction meets the current lender's payoff requirements; and
 - b. This Company's Arm's Length Affidavit to be completed and submitted to the Company 48 hours prior to settlement. We then reserve the right to raise additional requirements and/or exceptions upon receipt and review of same.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Tidelands Search dated July 18, 2019 shows findings "unclaimed". See attached search.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 01258-LSTA1289

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Easements, or claims of easements, not shown by the public record.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien or right to a lien on your title, arising now or later, for labor and material not shown by the public record.
6. Subject to taxes, charges and assessments, if any:
 - a. Lien for taxes. Tax Search Number 01258-LSTA1289 dated 07/17/2019 shows 2nd Q 2019 taxes paid in the amount of \$1,725.74; 3rd Q 2019 taxes shows to be determined. See attached search.
 - b. Search as to unconfirmed assessments discloses no ordinance adopted for municipal improvements authorized for which a future assessment will be made. See attached search.
 - c. Water Search Number 01258-LSTA1289 dated 07/17/2019 shows PRIVATE-NJ American Water Co. See attached search.
 - d. Sewer Search Number 01258-LSTA1289 dated 07/17/2019 shows Manville Boro Account No. 2845 0 billed from 02/01/2019-04/30/2019 paid in the amount of \$64.04. Subject to final reading; Possible credit balance exists contact Municipality to verify. See attached search.
7. Rights of public utilities servicing the premises.
8. Acreage and square footage is not guaranteed nor insured hereunder.
9. Restrictions as set forth in Deed from Craig Harris and Oya Harris, husband and wife to the State of New Jersey, Department of Environmental Protection dated _____ and recorded _____ in Deed Book _____ Page _____.

NOTE: All documents referred to in this commitment are attached hereto and incorporated in their entirety by reference. Any description of any document is for convenient reference only and the insured is cautioned to examine the entire document.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 01258-LSTA1289

NOTE: Items 1 through 3 and item 5, Inclusive, of Schedule B, Part II hereof will be omitted from the final title policy upon submission to the company of an acceptable survey; affidavit of title and a title continuation search which discloses no new matters.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT

End of Schedule, Section II

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.

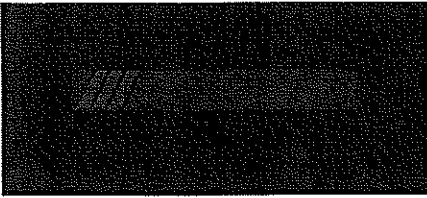
The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services Contract, one of the following three documents:

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.**



About Stewart Executive Team

Frederick H. Eppinger

Chief Executive Officer

Frederick H. Eppinger serves as the chief executive officer of Stewart Information Services Corporation. As CEO, Eppinger is focused on creating opportunities that inspire growth and build off our financial strength. He combines a drive to win with a deep respect for Stewart's rich history.

John L. Killea

Chief Legal Officer

Chief Compliance Officer

Stewart Information Services Corporation

General Counsel

Chief Compliance Officer

Stewart Title Guaranty Company

Chief Executive Officer

Stewart Title Insurance Company

Executive Vice President

Chief Legal Officer

Stewart Title Company

With more than 38 years of legal experience, Killea began his Stewart career in 2000 as counsel in the claims and agency underwriting areas for Stewart Title Insurance Company, Stewart's New York underwriter. Later, he served as chief claims counsel for Stewart Title Insurance Company and currently serves as its chairman.

David Hisey

Chief Financial Officer

David Hisey serves as chief financial officer, secretary and treasurer of Stewart Information Services Corporation. He leads Stewart's financial organization and strategy, overseeing financial planning and analysis, accounting, treasury and audit functions, as well as investor relations and property management.

Brad Rable

Chief Information Officer, Technology and Business Services

Brad Rable serves as chief information officer for Stewart Information Services Corporation. As CIO, Brad has global responsibility for leading Stewart's enterprise technology-driven vision, strategies and initiatives and enabling business scalability and efficiency.

Emily Kain

Chief Human Resources Officer

Emily Kain serves as Stewart's chief human resources officer. She is responsible for the people side of the business, focusing on attracting, retaining and engaging associates worldwide.

Tara Smith

Group President

Tara Smith serves as group president, responsible for Stewart's agency operations. In this role, she oversees Stewart's independent title agency network of Trusted Providers™, and all products and services offered to our agency network.

Steve M. Lessack

Group President

Steve Lessack serves as group president, direct operations, international operations and commercial services. In this role, he is responsible for all of Stewart's U.S. direct operations offices, foreign title operations and commercial services division. He is

also responsible for Stewart's international offices in Australia, the Caribbean, Canada, Europe and Latin America.

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[Stewart's Prospective Supplier Registration Process](#)

[Stewart's Supplier Diversity Statement](#)



—TITLE—

10 Waterview Blvd., Ste.10
Parsippany, NJ 07054
P: P: 973-334-2735

14 Wall Street
Princeton, NJ 08540
P: 732-639-0174

330 West 8th St.
Ship Bottom, NJ 08008
P: 609-850-6024

Underwriting Council in our Parsippany, NJ office. For a full list of all Underwriting Council, please go to:
<https://www.stewart.com/en/legal-contacts/underwriting-counsel.html>

New Jersey - NJ

State Counsel & Primary

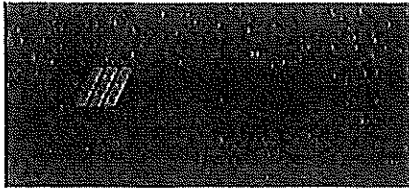
John P. Crowley
Associate Senior Underwriter
State Counsel—New Jersey
Stewart Title Guaranty Company

Secondary

Roberto Ditaranto
Underwriter
Stewart Title Guaranty Company

Backup(s)

Kevin C. Guyon
Underwriter
Stewart Title Guaranty Company



OFFICERS AND DIRECTORS

Overview

Board of Directors

Thomas G. Apel, Chairman

Thomas G. Apel, Chairman of the Board, is Chief Executive Officer of VLN, Inc., a non-conforming mortgage lending operation in Edmond, Oklahoma. He is also a research affiliate with the Massachusetts Institute of Technology, currently focused on business model taxonomy and IT portfolio strategies.

Associated Committees

- Chair, Compensation Committee

Frederick H. Eppinger

Chief Executive Officer

Frederick H. Eppinger serves as the chief executive officer of Stewart Information Services Corporation. As CEO, Eppinger is focused on creating opportunities that inspire growth and build off our financial strength. He combines a drive to win with a deep respect for Stewart's rich history.

Clifford Allen Bradley Jr.

Clifford Allen Bradley Jr. served as executive chairman of Amerisafe, Inc., where he previously served as its CEO from 2003 through 2015. He assumes the Stewart board position after more than two decades in executive positions at Amerisafe, a leading specialty provider of workers' compensation insurance.

Associated Committees

- Chair, Nominating and Corporate Governance Committee

Robert L. Clarke

Robert L. Clarke is a Senior Partner in the Houston office of Bracewell, LLP, where he founded the firm's national and international financial services practice. He has extensive experience in the ownership and operation of banks, banking laws and regulations and bank supervision, both in the United States and internationally.

Associated Committees

- Chair, Audit Committee
-

William S. Corey, Jr.

William Corey has served as an audit, senior relationship and national pursuit team partner for PricewaterhouseCoopers LLP ("PwC") from 2002 to present. He led the audit practice and served as office managing partner for PwC's Baltimore office for more than 11 years.

Associated Committees

- Audit Committee
-

Deborah J. Matz

Deborah Matz is a member of the board of advisors of elphi, a start-up company that uses cutting edge technology to streamline the mortgage lending process. She also serves as an advisory board member for OpenDoor Trading LLC, a company that provides a platform for the resale of U.S. Treasury bonds.

Associated Committees

- Audit Committee
 - Compensation Committee
-

Matthew W. Morris

Matt served as CEO of Stewart Information Services Corporation from 2011 to 2019. Before that, he was senior vice president for Stewart Information Services Corporation, Stewart Title Company and Stewart Title Guaranty Company.

Karen Pallotta

Karen Pallotta is president of KRP Advisory Services, LLC, a company she founded in 2012. Prior to that, she spent more than two decades at Fannie Mae, where she served as VP of Marketing and Lender Strategies, Senior VP of Product Acquisition Strategy & Support, and Executive VP, Single Family Mortgage Business.

Associated Committees

- Compensation Committee
 - Nominating and Corporate Governance Committee
-

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[Title Policy Coverages](#)

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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.

Stewart Title Company, New Jersey Division

Name of Firm (Please print or type)

11/29/21

Date

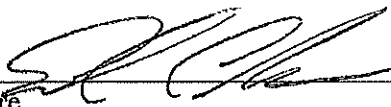
Edward Hayes

Officer's Name (Please print or type)

Division President

Title

Signature



NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

COST SHEET
EXHIBIT H

The Program allows for closing services for each assignment. Title search services may be requested from time to time as needed. Total billing for each assignment cannot exceed \$700. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

1. Closing Services (Compensation: \$425 per completed assignment)

Title Agency has conducted closing, collected and returned all required documents, recorded mortgage with the appropriate county.

2. Title Search Services (Compensation: \$275 per completed assignment)

Title Agency has conducted regular title search, tax, assessment and upper court search, and has provided title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description. Title Agency will also perform title run downs / bring downs as requested at no additional fee.



ACCEPT



DECLINE

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

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

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

CONT'D
COST SHEET - EXHIBIT H

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

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

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

Stewart Title Company, NJ Division

Name of Firm (Please print or type)

[Redacted]

Phone Number

Christine Harashinski

Name (Please print or type)

Christine Harashinski

Digitally signed by Christine Harashinski
DN: c=us, o=Stewart, ou=NJ, ou=Parippany, ou=Users, cn=Christine Harashinski
Date: 2021.11.29 20:46:11 -0500

Signature

11/29/2021

Date

330 West 8th St

Address

Ship Bottom, NJ 08005

City, State, Zip

Branch Manager

Title

[Redacted]

E-mail

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

VI. COPELAND ANTI-KICK-BACK ACT

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

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

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

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

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

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

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

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

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

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

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

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

Christine
Accepted: Harashinski

Digitally signed by Christine Harashinski
DN: dc=nel, dc=stewart, dc=sisco, ou=Stewart,
ou=NJ, ou=Paraspary, ou=Users, cn=Christine
Harashinski
Date: 2021.11.29 22:22:30 -05'00'

Date: 11/29/2021

Print Name and Title: Christine Harashinski, Branch Manager

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J**

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

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

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

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

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

Accepted: Christine
Harashinski

Digitally signed by Christine Harashinski
DN: dc=net, dc=stewart, dc=sisco, ou=Stewart,
ou=NJ, ou=Paraspany, ou=Users, cn=Christine
Harashinski
Date: 2021.11.29 22:24:06 -0500

Date: 11/29/2021

Print Name and Title: Christine Harashinski, Branch Manager

Surety Title Company, LLC

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM**

This Agreement is made as of the 13th day of January 2022 by and between Surety Title Company, LLC whose address is 11 Eves Drive, Suite 150, Marlton, NJ 08053 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 Qualification (RFQ) on November 8, 2021, for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, six (6) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the six (6) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the six (6) proposals received, was a proposal submitted by Surety Title Company, LLC to dated November 30, 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 six (6) proposals and clarifications, if any, selected Surety Title Company, LLC based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) Surety Title Company, LLC has submitted a Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with Surety Title Company, LLC to provide Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program;

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

1. Surety Title Company, LLC to perform the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing Surety Title Company, LLC to made in its Proposal (Exhibit B). All services performed by Surety Title Company, LLC to shall be deemed "works for hire" and Surety Title Company, LLC to shall claim no ownership right, title or interest in any work accomplished for the Agency. All work to be performed pursuant to this Agreement is subject to all terms set forth in the RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.

2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to lowest ranking): 1) the RFQ (Exhibit A); 2) the Proposal, (Exhibit B). Surety Title Company, LLC to must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, Surety Title Company, 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 RFQ (Exhibit A).

3. In return for the services provided by Surety Title Company, LLC to, the Agency shall compensate Surety Title Company, LLC in accordance with the rates presented in Surety Title Company, LLC's Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. Surety Title Company, 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 RFQ.

4. This contract for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.

5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.

6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.

7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.

8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.

9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.

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

IN WITNESS WHEREOF, Surety Title Company, 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: _____

Name: Candice Alfonso

Title: Chief of Staff

Date: _____

SURETY TITLE COMPANY, LLC

By:  _____

Name: Brian Klaus

Title: President

Date: 1-14-2002

EXHIBIT LIST

- | | |
|------------|--|
| Exhibit A- | Agency's Request for Qualification dated November 8, 2021 |
| Exhibit B- | Surety Title Company, LLC's Proposal dated November 30, 2021 |



**REQUESTS FOR PROPOSALS FOR NEW JERSEY
HOMEOWNER ASSISTANCE FUND PROGRAM**

SUBMITTED TO:

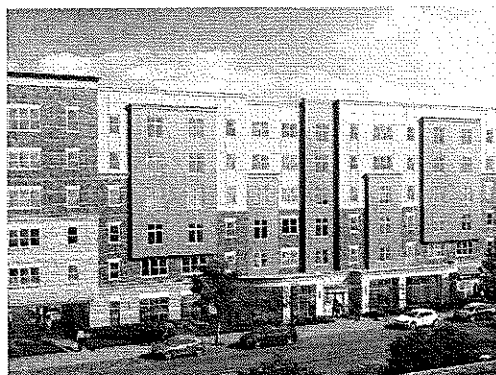
SURETY TITLE COMPANY

11 Eves Drive, Suite 150

Marlton, NJ 08053



NOVEMBER 30, 2021



National Reach with Local Service



November 30, 2021

State of New Jersey
Housing and Mortgage Finance Agency
Lauren Manning, Senior Procurement Officer
P.O. Box 18550
637 South Clinton Street
Trenton, NJ 08650-2085

Ref. Closing and Title Search Services

Dear Ms. Manning:

On behalf of Surety Title Company LLC, we are pleased to submit our response to provide title and closing services for the State of New Jersey Housing Mortgage Finance Agency for the Homeowners Assistance Fund.

The enclosed proposal describes our experience and expertise in the areas likely to be required in this project. We welcome the opportunity for our staff to draw upon our unique blend of skills, experience and industry-wide knowledge to assist the New Jersey Housing Mortgage Finance Agency.

We trust that this proposal fully responds to your request, but we hope to have the opportunity to speak with you and amplify on any of the information contained in the proposal and to answer any questions you and your staff might have. We look forward to hearing from you.

If you have any questions or require additional information please do not hesitate to contact me or Ronald Conklin our Company's Liaison for this project at (856) 988-8900.

Sincerely,

A handwritten signature in black ink, appearing to read 'BKlaus', is written over a horizontal line.

Brian Klaus
President



TALK TO US
1 (800) 90 - title



VISIT US
locations.mysurety.com



CONNECT WITH US
www.mysurety.com



1. PROFESSIONAL EXPERIENCE AND SUPPORT

A. Location

Surety Title Company (Surety) is a title insurance agency duly incorporated in the State of New Jersey. We have been providing title insurance and related services since 1992 and are authorized to do business by the Department of Banking and Insurance. Our goal is to facilitate the purchase, sale and/or financing of residential and commercial real estate through title insurance and other industry-related services. We have built our reputation as an industry leader on dependability and accuracy, always striving to deliver superior quality and to exceed expectations. Surety has been a fixture in the New Jersey real estate community for over 25 years. We have offices located in Haddonfield, Marlton, Marmora, Manahawkin, Northfield, Ocean City, Robbinsville, Toms River, Wildwood, and Woodbury. All of our offices are designed to handle the specific and sometime unique needs of clients doing business throughout the State of New Jersey. We have established an organization that is sensitive to issues such as turn time and clearing difficult titles. We also provide the full gamut of closing services that are required in today's market.



The State of New Jersey Housing Mortgage Finance Agency's (NJHMFA) title work will generate out of our corporate office located at 11 Eves Drive Marlton, New Jersey. We employ a staff of over one hundred (100), many of whom are long tenure, well known and respected title professionals.

B. Organization

Surety Title prides itself on being able to maximize the talents and strengths of our organization to tailor a staff that will be knowledgeable, flexible and responsible to the needs of NJHMFA. We strive to deliver unparalleled services and value tailored to the needs of each one of our customers. Our Company is committed to the delivery of quality title services through continued education, training of our staff, state of the art operational facilities and personalized service to our customers.

Surety Title Company is uniquely qualified to provide the NJHMFA with the necessary services for their Closing and Title Search work under the New Jersey Homeowner Assistance Fund Program. Our employees have considerable experience in handling all types of real estate transactions, are adept at solving complex foreclosure and bankruptcy issues, administering HUD, FNMAE and VA contracts and resolving tideland and riparian issues. The complex title issues often faced by municipal, county, state and federal governments are solved quickly and efficiently thereby streamlining the settlement process. Given Surety Title Company's extensive experience, we believe our team offers an exceptional resource to the State of New Jersey Housing Mortgage Finance Agency/



2. PROPOSED STAFFING QUALIFICATIONS AND EXPERIENCE

Our reputation for service excellence evolves from our understanding that the needs of our customers are as diverse as our client base. Realtors, lenders, attorneys, developers and homebuyers know that this Company makes their priorities our priorities. The key to a smooth, problem free closing is preparation, coordination and attention to detail. Our staff is well versed in all types of transactions, proficient in handling diverse lender requirements, experts at problem solving and providing a bridge of communication to all parties of the transaction.

We have extremely reliable courthouse personnel available and are able to produce and examine any complex title issue in a timely manner. Additionally, our company has installed a new title software platform through a company called Ram Quest. The Complete Closing Enterprise (CCE) and Paperless Closer are the company's online transaction management component. The software enables our customers to place and view orders on-line through the Internet 24 hours a day seven days a week. It provides Surety's customers and business partners with secure, online access to documents, images and order status. We are on-line with all of our systems including e-mail, Internet and enhanced imagery. The communication between our branch offices and utilization of our total resource is exceptional.

We have provided brief resumes of the key personnel comprising the various departments of the Surety Team, and summarized highlights of their particularly relevant experience, for your information. The staff described will solely be responsible for the Homeowner Assistance Fund Program's work.

4. Project Coordination and Quality Control

The designated Project Coordinator for this contract shall be **Ronald Conklin**. He holds a Bachelor of Arts and a Master's Degree in Public Administration from Rutgers University. Ronald is a licensed title producer with over 25 years of experience in government and the real estate industry. He has worked for a number of government agencies in Southern New Jersey and the City of Philadelphia. With his background in affordable housing, community development and public housing, Ron brings and in-depth understanding of complex real estate transactions especially those that combine federal state and local funding sources. He is well versed in all aspects of the business from inception to closing. He has demonstrated exceptional ability to respond, resolve and deal with all facets of a title request from inception of the order to its closing. He has worked with local, county, state and federal agencies in resolving complex title issues arising from foreclosures, road origins, and road expansion. In addition, Ronald has worked on a number of affordable housing projects in which Low Income Housing Tax Credits and other State and Federal funding were involved.

As our Project Coordinator, Ronald will oversee all NJHMFA files under a separate numbering system. He will be responsible for insuring that all required searches are ordered and processed through our various departments. He will oversee the examination of title and submit the same to the Production Department for typing. All inquiries regarding the NJHMFA's work will be directed to him for response. He will work with NJHMFA officials, in providing whatever is necessary. Ron's experience in the title industry, his attention to detail and follow-up will insure an expeditious exchange of information between our office and both the NJHMFA.



B. Title Examination

Linda Dincel, Travis Babcock, Esq. and Cindy Nece administer our title department. They have examined literally thousands of titles from a simple residential resale to the most involved commercial development. Each is intimately familiar with every aspect of searching records in county clerks' offices throughout the state. They both have abilities that extend beyond those of a traditional title examiner. They have all handled real estate closings, been involved with riparian grants and other issues relating to the development of land along waterways. They all have a thorough understanding of the intricacies in doing government related work such as declaration of taking, road widening, affordable housing, and redevelopment and tax credit transactions.



Linda Dincel has a strong background in working directly with various municipalities in Pennsylvania and New Jersey. In her capacity as the Manager of our Title Production Department, she has demonstrated exceptional ability to respond, resolve and deal with all facets of a title request from inception of the order to its closing. She has worked with local, county, state and federal agencies in resolving complex title issues arising from tidelands issues, riparian grants, foreclosures, road origins, and road expansion, Green Acres, Open Space and Farmland Preservation. In addition, Linda has worked on a number of affordable housing projects in which Low Income Housing Tax Credits and other State and Federal funding were involved. Over the last several years Linda has worked with the Philadelphia Housing Authority on a number of HOPE VI projects and with their affordable homeownership program.

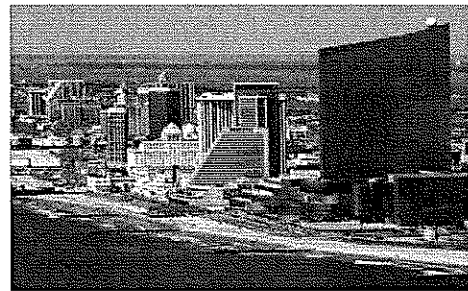
Travis Babcock, Esq. is well versed in all aspects of the business from inception to closing. Prior to joining Surety Title Company he was the Senior Title Officer at Delaware Valley Abstract. Travis received his B.A. from Delaware University and his J.D. from Rutgers University School of Law. He has facilitated and closed the acquisition of various large-scale projects within New Jersey and Pennsylvania. Mr. Babcock has over 15 years of experience in the title insurance industry.

Cindy Nece, is the manager our Foreclosure and REO Division. She is a licensed title producer with over 30 years of experience in multi-state foreclosure work, government and the real estate industry. She has worked for a number of title agencies and foreclosure law firms in Southern New Jersey and the City of Philadelphia. With her background in title insurance, foreclosures and bankruptcy issues, Cindy brings and in-depth understanding of complex real estate transactions especially those that involve difficult title issues. She is well versed in all aspects of the business from inception to closing.



C. Escrow and Closing Agent

All of our settlement clerks are efficient and personable. Each party to the transaction will be handled professionally and courteously. Our employees realize that conscientious service is imperative to retain a customer. Suffice to say, our clerks have a complete and thorough broad-based knowledge of any type of financing and attendant settlement functions. Their training is continually updated and consistent with the environment of the real estate market. Management stays apprised of regulatory changes and is particularly sensitive to today's consumer environment. Each of our 10 full-time clerks has between 15 and 20 years-experience closing conveyances and refinance matters. They all had previous tenure with other underwriters and/or agencies in the State of New Jersey and Commonwealth of Pennsylvania. Each is licensed with the Department of Banking and Insurance. Important real estate transactions sometimes require the need for an escrow agent to serve as a neutral third party. Surety can provide escrow services to ensure that no funds exchange hands until all of the instructions to a particular transaction have been followed. As an escrow agent Surety can prepare escrow agreements and collect, hold and disburse funds accordingly.



E. Settlement Service Center

Surety Title provides a full array of processing services through its Settlement Service Center. This department is made up of five full-time transaction coordinators. This Company furnishes comprehensive settlement services as authorized by a buyer or seller. These services are entirely optional. Once the agreement of sale has been executed, an experienced processor begins to coordinate your closing package by systematically following a "checklist" of required documentation, inspections and exhibits that must be procured in advance of the closing date contained in the agreement. Our entire system is computerized and constantly updated to ensure speed, accuracy and attention to details. Our staff is responsive to questions from any party to the transaction and attempt to anticipate a delay before it becomes a crisis. We believe that personalized attention and predicable responses are essential to today's successful business environment. Our objective is a timely, smooth and well-coordinated closing.

E. Underwriter

We have combined our strong local experience with five industry-leading underwriters: Fidelity National Title, First American Title, Old Republic National Title, WFG National Title Insurance Company and the Title Resource Group (TRG).



**First American
Title Insurance Company**

1. First American Title Insurance Company

First American Title Insurance Company is the principal subsidiary of The First American Company, a Fortune 500 company based in Santa Ana, California. First American traces its history back to 1889...and today it is the nation's leading provider of business information and related products and services. Common stock is traded on the New York Stock Exchange (NYSE:FAF). Surety Title is a top agent with First American Title Corporation and has enjoyed an almost exclusive relationship with that underwriter. Almost 60% of its revenue comes from a network of over 10,000 agents and tens of thousands of "approved attorneys". The company provides title insurance services on commercial and residential real estate transactions in 49 states. First American is a well-recognized name in the title insurance industry. Its performance and integrity with lenders, real estate brokers, attorneys and builders is excellent. Our policies are recognized and accepted by virtually every bank or savings and loan in the country. We can presently insure any single risk up to \$35,000,000 and are equipped to do business on a national level.



WFG National Title Insurance Company
a Williston Financial Group Company

2. WFG National Title Insurance Company

Williston Financial Group, LLC was formed in late 2009 to acquire various businesses in the title insurance and real-estate settlement services industry. Since then, Williston has acquired WFG Lender Services (formerly known as New Millennium Title Group, LLC), a provider of title, closing and settlement services for mortgage lenders nationwide (January 2010); WFG National Title Insurance (formerly known as TransUnion National Title Insurance Company), a title insurance underwriter incorporated in 1974 and currently licensed in 38 states and DC (February 2010); WFG Title Insurance Company (formerly known as TransUnion Title Insurance Company), a California title insurance underwriter incorporated in 1925 (March 2010); and WFG National Title Company of Washington (formerly Northpoint Escrow and Title LLC), an established title, escrow and settlement services company in Washington (July 2011).



Fidelity National Title 3. Fidelity National Title

Fidelity National Title Group (FNTG), a subsidiary of FNF established in 2005, provides title insurance and escrow services. Title insurance brand names in the FNTG include Aero Records and Title, Alamo Title Insurance, Chicago Title Insurance Company, Commonwealth Fidelity National Title, Lawyers Title, Security Union, and Ticor Title Insurance. The FNTG website claims that the group underwriter's issue approximately half of the title insurance contracts in the United States. FNTG provides additional real estate related services through brand names such as Fidelity National Home Warranty, ServiceLink, and Fidelity Residential Solutions. For example, Fidelity Residential Solutions provides title insurance and closings services for relocation companies. Fidelity National Title Group owns and operates the consumer education website title.com.



Old Republic Title Insurance Group (ORTIG) is a property insurance and title and deed Fortune 500 company. Its headquarters are located in Chicago, Illinois. The ORTIG's largest and leading title insurer, Old Republic National Title Insurance Company (ORNTIC), has been serving the real estate and mortgage industry for more than a century. Founded in 1907, it has a solid reputation and is an industry leader in many aspects. American Guaranty Title Insurance Company, one of the ORTIG's other insurers, received its Certificate of Authority in 1889 and continues to gain traction in national markets. Mississippi Valley Title Insurance Company, another insurer, holds the number one market share in Mississippi and significant market share in Alabama and Tennessee.



TRG

Title
Resource
Group

5. Title Resource Group

Title Resource Group (TRG) is a driving force in the title and settlement services industry. TRG is national in scope, but each of its companies are locally staffed, with a wealth of experience in settlement services. We operate in 48 states as well as the District of Columbia, and provide closing services in all 50. TRG is a subsidiary of Realogy Holdings Corp. Realogy is a publicly traded company and a global provider of real estate services. It franchises and owns several of the industry's leading real estate brands and brokerages. TRG's Family of Companies operate over 40 distinct company and brand names throughout the United States.



3. EXPERIENCE ON CONTRACTS OF A SIMILAR NATURE



Adherence to guidelines and procedures that protect the public interests is important to all government agencies involved in real property acquisitions and disposition. Our staff is skilled in handling the myriad of issues that arise when government agencies acquire and dispose of real property. Additionally, our staff is extremely familiar with housing rehabilitation loans funded through the Community Development Block Grant Program (CDBG) and the Home Program. Our Company has the resources, capabilities and skills necessary to meet any deadline and handle the following issues:

Planning and Zoning and Land Use
Tidelands and Riparian Issues
In Rem Foreclosure Proceedings
Road Widening Projects
Road Easements
Condemnation Proceedings
Declarations of Taking
Bond Financing
State Forfeiture Acquisitions
Urban Renewal
Affordable Housing Projects
Tax Credit Projects
Municipal Auctions

The New Jersey Housing and Mortgage Finance 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 urban neighborhood; 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 which contains the Homeowner Assistance Fund to provide financial assistance to homeowners facing delinquency, foreclosure or utility shut-off.

Ownership, inherent property rights, Lis pendens, claims, judgments, encumbrances and liens as well as initiated or ongoing bankruptcies are factors that can be quite cumbersome and complex. Our staff is well versed in these areas. We will work the Homeowner Assistance Program officials to provide the research and guidance in addressing these issues.

Over the last ten+ (10) years, Surety Title Company has been working with the Philadelphia Housing Authority (PHA) with their acquisition and disposition of real property in the City of Philadelphia. We have worked with PHA's staff and professionals on a number of HOPE VI projects and with their affordable homeownership program. We actively worked with PHA on the Ludlow Neighborhood HOPE VI, Martin Luther King Plaza, Greater Grays Ferry Estates and Nellie Reynolds Gardens. In addition to providing title insurance services we coordinated the preparing of the ALTA Surveys for the Ludlow Neighborhood HOPE VI. Just in the last few years we coordinated the title search work and closings for over 700 hundred units of PHA scattered site properties that were part of a public auction held in the City of Philadelphia. Most recently, we worked with PHA staff and professionals on the Blumberg Apartment Phase 3 closing, Strawberry Mansion and North Central Projects. Recently, we have completed 289 title searches with PHA/RDA for the Blumberg/Sharswood neighborhood.

Currently, we are engaged with a number of municipalities in New Jersey. We are working with the Borough of Chesilhurst and the Borough of Pine Hill on their In-Rem Tax Foreclosure Work. We have worked with the Township of Vernon, City of Atlantic City, Township of Middletown and Gloucester City on the sale of the municipal owned properties that were acquired as a result of tax foreclosure. The July 27, 2019 and December 17, 2019 Atlantic City auction was a product of months of work by city staff who visited more than 200 properties the city has taken through property-tax foreclosure to see which properties could be auctioned, redeveloped, demolished or used by non-profits.

We also work with the Burlington County Board of Chosen Freeholders, Burlington County Land Use, Cumberland County and Mercer County Land Use in their CDBG and open space and farmland preservation projects. We have assisted the Township of Berlin and the Borough of Swedesboro in developing and implementing their Neighborhood Affordable Housing Rehabilitation Programs. Additionally, we have worked with the Casino Reinvestment Development Authority, Delaware River Port Authority, Pennsylvania and the Atlantic County Board of Chosen Freeholders resolving numerous title issues with regards to acquisition and disposition of real property. We have been approved contractors for the New Jersey Department of Transportation, Department of Environmental Protection, Department of Community Affairs and various cities and municipalities within New Jersey and Pennsylvania.

The following is the breakdown of government contracts that Surety Title has administered over the last several years. Many of these contracts are on-going and in many instances, we are called on after the contract expires to provide additional work on an as needed basis.



Name of Agency	Contract Start Date	Contract Ending Date	Contact Person
Philadelphia Housing Authority	January 2005 March 1, 2009	December 31, 2018	George McDowell Senior Counsel [REDACTED]
Township of Berlin – Redevelopment and Tax Lien Searches	N/A	On-Going	Phyllis Magazzu Mayor [REDACTED]
Borough of Pine Hill – In Rem Foreclosure	N/A	On-Going	David Patterson, Solicitor [REDACTED]
Philadelphia Redevelopment Authority	January 1, 2017	On-Going	Danielle Deuber, Real Estate [REDACTED]
Borough of Chesilhurst – In Rem Foreclosure	January 1, 2018	On-Going	Michelle Gibson, Solicitor [REDACTED]

4. SCOPE OF AND SERVICES AND FEES

The scope of services presented in this RFP will be addressed in the most efficient and effective manner. Upon receipt of a work order, we will expeditiously conduct a search within the various County Clerk offices in Region 3 or Region 4 for the properties involved. Surety will conduct, for each assignment, regular title searches including liens, taxes, assessments and upper court searches, and will provide title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms and the property's legal description. At a minimum we will furnish NJHMFA with following information from the public record: A copy of deed or recorded legal description of the property; easements, right-of-way, mineral exceptions, and other factors that may adversely affect the title such as probate matters, homestead questions, marital status, etc.

We will furnish an original title search to each property. The search will show, without limitation, all mortgages, liens, and encumbrances of record, and results of any all searches as are standard in the industry. The title search will include complete copies of all source documents.

We will administer the closing of tile and disposition of documents including recordation and proceeds at such closing. The closing will take place at one of our office locations in Region 3 or Region 4 or at the client's property. Whichever is more convenient to the client and NJHMFA staff. We will respond to issues that may be raised during negotiations for the loan or mortgage transaction. Our staff will be available to explain in writing answers to any questions raised by property owners during negotiations with NJHMFA or its counsel. As demonstrated in this proposal we have the staff, expertise and capacity to handle the anticipated volume associated with this program.



5. AFFIRMATIVE ACTION STATEMENT

Surety Title Company certifies that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America or the State of New Jersey Department of Civil Rights and does not discriminate against any person or persons on the basis of race, creed, age, color, sex national origin or handicap. Surety Title Company agrees to fulfill all requirements and goals and complete all appropriate forms necessary to provide service under this proposal.

6. CERTIFIED STATEMENT REGARDING DISBARRMENT & TAX STATUS

We certify that Surety Title Company LLC nor any member of the firm's proposed staff for this engagement is not disbarred, suspended or otherwise prohibited from practice by federal, state or local agency. Additionally, Surety Title Company LLC is current with all of its federal, state and local taxes.

7 FINANCIAL CAPABILITY OF SURETY TITLE COMPANY

Surety Title Company has the financial capacity and capabilities to undertake and successfully complete this contract without interruption. Attached and made part of this RFP is a copy of our general liability and errors and omission policy.

8. SUMMARY STATEMENT

We at Surety Title Company believe that this proposal will highlight the unique comprehensiveness of services that will be provided by our staff. We have the expertise as well as the capacity to handle the projected volume of 500 loans annually with the Homeowner Assistance Fund Program. Company-wide we close between 15,000 to 20,000 real estate transactions annually. Our goal is to facilitate the safe and efficient transfer of real estate investment through title insurance and/or other industry related services. As the structure of real estate transactions becomes more complex, the demand for timely and complete title service has increased proportionately. It is the combination of extensive residential and commercial experience including extensive government expertise that enables Surety Title Company to offer the New Jersey Housing Mortgage Finance Agency (NJHMFA) title search and closing services in an organized, cost efficient and timely manner.

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.

Surety Title Company LLC

Name of Firm (Please print or type)

11/29/2021

Date

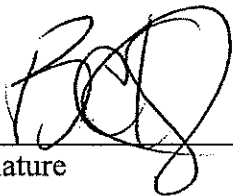
Brian Klaus

Officer's Name (Please print or type)

President

Title

Signature



NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

COST SHEET
EXHIBIT H

The Program allows for closing services for each assignment. Title search services may be requested from time to time as needed. Total billing for each assignment cannot exceed \$700. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

1. Closing Services (Compensation: \$425 per completed assignment)

Title Agency has conducted closing, collected and returned all required documents, recorded mortgage with the appropriate county.

2. Title Search Services (Compensation: \$275 per completed assignment)

Title Agency has conducted regular title search, tax, assessment and upper court search, and has provided title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description. Title Agency will also perform title run downs / bring downs as requested at no additional fee.



ACCEPT



DECLINE

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

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

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

CONT'D
COST SHEET - EXHIBIT H

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

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

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

Surety Title Company LLC

Name of Firm (Please print or type)

11 Eves Drive Suite 150

Address

Marlton, New Jersey 08053

City, State, Zip

Phone Number

Brian Klaus

Name (Please print or type)

President

Title

Signature

11/29/2021

Date

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

VI. COPELAND ANTI-KICK-BACK ACT

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

- 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)

- 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).
- 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.
- 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.
- 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: 11/29/2021

Print Name and Title: Brian Klaus President

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J

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

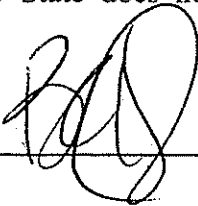
Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate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

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

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

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

Accepted: _____



Date: _____

11/29/2021

Print Name and Title: Brian Klaus President

Two Rivers Title Company, LLC

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT
FOR CLOSING AND TITLE SEARCH SERVICES FOR
THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM**

This Agreement is made as of the 13th day of January 2022 by and between Two Rivers Title Company, LLC whose address is 40-NJ 36, West Long Branch, New Jersey, 07764 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 Qualification (RFQ) on November 8, 2021, for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, six (6) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the six (6) proposals based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, among the six (6) proposals received, was a proposal submitted by Two Rivers Title Company, LLC to dated November 29, 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 six (6) proposals and clarifications, if any, selected Two Rivers Title Company, LLC based on pre-determined evaluation criteria stated in the RFQ; and

WHEREAS, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) Two Rivers Title Company, LLC has submitted a Certificate of Employee Information Report and;

WHEREAS, the Agency desires to enter into this Agreement with Two Rivers Title Company, LLC to provide Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program;

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

1. Two Rivers Title Company, LLC to perform the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing Two Rivers Title Company, LLC to made in its Proposal (Exhibit B). All services performed by Two Rivers Title Company, LLC to shall be deemed "works for hire" and Two Rivers Title Company, 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 RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to lowest ranking): 1) the RFQ (Exhibit A); 2) the Proposal, (Exhibit B). Two Rivers Title Company, LLC to must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, Two Rivers Title Company, 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 RFQ (Exhibit A).

3. In return for the services provided by Two Rivers Title Company, LLC to, the Agency shall compensate Two Rivers Title Company, LLC in accordance with the rates presented in Two Rivers Title Company, LLC's Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. Two Rivers Title Company, 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 RFQ.
4. This contract for Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program will be for a period of three (3) years beginning upon execution of contract. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

IN WITNESS WHEREOF, Two Rivers Title Company, 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**

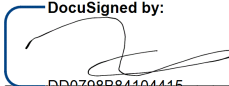
By: _____

Name: _____

Title: _____

Date: _____

Two Rivers Title Company, LLC

By:  _____
DD0798884104415...

Name: Matthew Cohen

Title: Principal, CEO

Date: 1/14/2022

EXHIBIT LIST

Exhibit A- Agency's Request for Qualification dated November 8, 2021

Exhibit B- Two Rivers Title Company, LLC's Proposal dated November 30, 2021

tworivertitlecompany, LLC

Your Closing Partner

November 30, 2021

NJ HMFA

**RE: Closing and Title Search Services for the NJ Homeowner Assistance Fund Program
Proposal Submission Due Date: NOV. 30, 2021 at 11:00 AM
Applicant/Respondent: Two Rivers Title Company, LLC**

Two Rivers Title Company, LLC is a licensed Title Insurance Company established in May 2003. Our principal place of business as of November 18, 2021 is **40 NJ-36, West Long Branch, NJ 07764**. The Company is a full-service title, settlement and escrow company. Two Rivers Title Company is a policy issuing agent for Old Republic Title, First American Title and Chicago Title. We are a certified Small Business Enterprise, Category 2. We are centrally located and operate throughout the State of New Jersey.

Two Rivers Title Company is ALTA Best Practices Compliant for all services provided.

The location where work will be conducted is:

TWO RIVERS TITLE COMPANY, LLC
40 NJ-36
West Long Branch, NJ 07764

Our BRANCH offices are:

170 Changebridge Rd, Montville, NJ 07045
103 Carnegie Center, Suite 300, Princeton, NJ 08540
494 Monmouth Rd, Suite 6, Millstone, NJ 08510
625 Central Ave, Westfield, NJ 07090
2380 RT 9 South, Howell, NJ 07731
951 RT 73, Marlton, NJ 08053
10 New Prospect Rd, Jackson, NJ 08527
260 Parker Ave, Suite 3, Manasquan, NJ 08736

Closings may be conducted at any of these locations in addition to any mutually convenient location.

Two Rivers Title Company and its key personnel average over twenty years' title experience and over ten years' experience with governmental entities. We regularly handle complex residential and commercial files, which involve bankruptcies, foreclosures, subdivisions, estates, condemnations and utility easements, issues relating to riparian rights and the public trust doctrine.

The individuals who would have primary responsibility to work on the Homeowner Assistance Fund Program contract are as follows:

- Matthew Cohen, Esq. Matthew Cohen, Esq., Principal, is a real estate attorney and member of the New Jersey and New York Bars. Matthew Cohen is a licensed Title Producer in several states and is a member of the Board of Consultants for the New Jersey State Bar Association (Real Property and Trust and Estate Law Section). He is a frequent guest lecturer on title and closing related issues for NJ ICLE.

PRINCIPAL, EMAIL CONTACT: MCohen@tworivertitle.com

- Jordan Dubson, Title Department Manager, Lead Government Title Examiner, has fourteen years' experience in title examination and research, with particular focus in government acquisition programs. These include farmland and easement acquisitions, vacant lands and residential buy-out programs as well as redevelopment initiatives. Assistance to Mr. Dubson will be provided by the following personnel:
- Isi Teitelbaum, Esq., Senior Title Counsel, Senior Title Examiner, is a highly regarded expert in the title industry with over forty-five years of experience in every aspect of the title search and examination process. Isi provides title examination and legal guidance/counsel for Municipal and State acquisitions.
- Heidi Meyer, Senior Title Examiner, is a highly regarded expert in the title industry with over thirty years of experience in every aspect of the title search and examination process. Heidi provides title examination for Municipal and State acquisitions.
- Elizabeth Sowa, Senior Paralegal and Lead Paralegal for Government Transactions. Prepare and review closing documents, preparation of settlement statements, obtain payoffs and disbursement sheets. Satisfy pre-closing conditions.
- Susan Alderson, Compliance & Government Services Manager. Maintain communications with our government customers, coordinate information, resources and support between departments. Manage workflow and confirm compliance with all aspects of product per contract terms. .

Over the past three years, Two Rivers Title Company has invested heavily in the technologies necessary to continue to grow and adapt to the many changes in our industry. These investments have allowed us to continue to provide our professional services without interruption during this particularly challenging period. As the business environment continues to evolve, we are prepared to meet the needs of our customers with the same high standards we have always provided.

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

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.

Two Rivers Title Company, LLC

Name of Firm (Please print or type)

11/29/2021

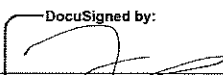
Date

Matthew Cohen, Esq.

Officer's Name (Please print or type)

CEO, Principal

Title

DocuSigned by:

Signature 009798B84104415...

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

REQUEST FOR QUALIFICATIONS

FOR

CLOSING AND TITLE SEARCH SERVICES FOR

THE NEW JERSEY HOMEOWNER ASSISTANCE FUND PROGRAM

COST SHEET

EXHIBIT H

The Program allows for closing services for each assignment. Title search services may be requested from time to time as needed. Total billing for each assignment cannot exceed \$700. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

1. Closing Services (Compensation: \$425 per completed assignment)

Title Agency has conducted closing, collected and returned all required documents, recorded mortgage with the appropriate county.

2. Title Search Services (Compensation: \$275 per completed assignment)

Title Agency has conducted regular title search, tax, assessment and upper court search, and has provided title, lien and judgment information similar to that reported on the ALTA Schedule A and Schedule B forms (except that no title insurance information will be required) and the property's legal description. Title Agency will also perform title run downs / bring downs as requested at no additional fee.



ACCEPT



DECLINE

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

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

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

CONT'D
COST SHEET - EXHIBIT H

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.

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

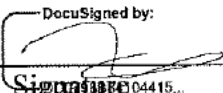
Two Rivers Title Company, LLC

Name of Firm (Please print or type)

Phone Number

Matthew Cohen

Name (Please print or type)

DocuSigned by:

Signature 04415...

11/29/2021

Date

40 NJ-36

Address

West Long Branch, NJ 07764

City, State, Zip

CEO, Principal

Title

E-mail

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

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

VI. COPELAND ANTI KICK-BACK ACT

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

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

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

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

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

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

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

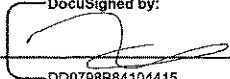
certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of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

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

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

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

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

Accepted:  DocuSigned by:
DD0798B84104415...

Date: 11/29/2021

Print Name and Title: Matthew Cohen, Esq., CEO, Principal

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

**NOTICE OF EXECUTIVE ORDER 166
EXHIBIT J**

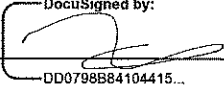
Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents
Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

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

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

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

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

Accepted:  Date: 11/29/2021

Print Name and Title: Matthew Cohen, Esq., CEO, Principal

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
EXHIBIT C-3

RFQ TITLE:

Closing and Title Search Services for the New Jersey Homeowner Assistance Fund Program

VENDOR NAME:

Two Rivers Title Company, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey 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 <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. 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



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



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 New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

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

Matthew Cohen, Esq., CEO, Principal

Print Name and Title

Nov. 30, 2021

Date