



**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
SECTION 3 COMPLIANCE SERVICES**

ENGAGEMENT QUERY: REQUEST FOR QUOTE

1.0 PURPOSE AND INTENT

The State of New Jersey (the "State"), Department of Community Affairs ("DCA") seeks to acquire consulting services from a contractor specializing in policy development, implementation and compliance assurance services related to the Department of Housing and Urban Development's "Section 3" and Minority Business Enterprise/Women Business Enterprise (M/WBE) requirements for federally-funded disaster recovery programs. Section 3 requirements seek to ensure that employment and other economic opportunities generated by the CDBG-DR assistance, shall, to the greatest extent feasible, be directed to low and very low income persons. (See 24 CFR § 135.1 et seq.) In addition, M/WBE requirements seek to foster and promote equal access to business opportunities.

The contractor is also expected to understand the relevant terms of the Voluntary Compliance Agreement and Conciliation Agreement between HUD and the State ("Agreement"), and ensure that the State complies with Section V of the Agreement (Section 3 Compliance). (See Attachment 1).

This Engagement Query is issued pursuant to State term contracts G9004, "Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance," and T2939, "Auditing and Other Related Services for Disaster Recovery," and specifically for contractors awarded in pool #1 (Program and Process Management Auditing) within those State contracts. The intent of this Engagement Query is to award a contract to that contractor whose quote, conforming to this Engagement Query, is most advantageous to the State, price and other factors considered. The contractor selected as a result of this Engagement Query and the services rendered by the contractor are not subject to the reporting requirements of P.L. 2013, Chapter 37 [N.J.S.A. 52:15D-1 et seq.].

The contractor's proposal shall address all services described by this Engagement Query in order for its proposal to be evaluated and deemed eligible for engagement award consideration. The services and deliverables described herein are required to commence immediately upon engagement award. The responding contractor must have adequate

resources available at the time of proposal submission to provide policy guidance, implementation and compliance assurance services related to Section 3, including the applicable requirements of the Agreement, as well as M/WBE requirements for the CDBG-DR funded programs, including but not limited to the Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program (defined in the Program Description section). There will be no ramp-up or mobilization period for the contracted engagement.

2.0 PROGRAMMATIC BACKGROUND

On October 27, 2012, Governor Chris Christie signed Executive Order 104 declaring a State of Emergency in New Jersey related to the impact of Superstorm Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Obama declared a major disaster for New Jersey (DR-4086¹), thereby qualifying New Jersey for Federal disaster assistance funds. The United States Congress, through Public Law 113-2, appropriated approximately \$16 billion to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program, and of the \$5.4 billion of these funds allocated to date for disaster recovery, the State was allocated approximately \$3.4 billion. DCA has been designated to administer the State’s CDBG disaster recovery programs (the “CDBG-DR Programs”), which are subject to the federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

To address New Jersey’s housing needs, the State will utilize Federal CDBG-DR funds to operate housing recovery programs. These funds will be used to:

- Provide funding assistance for reconstruction and rehabilitation programs that focus primarily, but not exclusively, on low and moderate income households;
- Develop adequate, storm-resistant housing that will meet building standards and incorporate mitigation measures including green technologies where feasible and/or housing elevations which may require construction to FEMA’s Advisory Base Flood Elevation maps; and
- Develop affordable rental housing across household income levels, with a focus on serving low and moderate-income households in the nine counties impacted by the storm.

The State takes seriously its requirements under Section 3 and endeavors to meet or exceed them to ensure that low-income persons benefit, to the greatest extent feasible, from employment opportunities created by virtue of CDBG-DR funded programs. The State is also committed to ensuring that M/WBE hiring goals of individuals and firms comply with Section 3.

¹ Preliminary Damage Assessment Report for New Jersey. Report mandated by Congress on Preliminary Damage Assessment (PDA) information on FEMA-4086-DR-NJ for Hurricane Sandy and available on the web at <http://www.fema.gov/media-library/assets/documents/29924?id=6724>.

To that end, DCA has adopted a Section 3 policy and M/WBE policy (the “Policies” Attachment 2 and 3), and has entered into the Agreement. Contractors are encouraged to review these documents when developing their response.

Program Description

This Engagement Query will seek to identify a consultant who can provide policy guidance and implementation and compliance assurance services related to Section 3 and M/WBE requirements. The engagement is expected to focus on all programs funded from CDBG DR Funds.

Reconstruction, Rehabilitation, Elevation and Mitigation (RREM)

The RREM program assists homeowners in the rehabilitation, reconstruction, elevation and mitigation of their homes to make it livable and to comply with requirements for structures located in flood plains. RREM provides grants up to \$150,000 to eligible homeowners. The RREM program is intended to “fill the gap” between the total cost of repairs and other funds available to the owner to repair the structure.

In addition to the RREM program, DCA has undertaken several programs to help the State recover from Superstorm Sandy. Thus, the scope of services may include all or some of the following CDBG-DR funded activities:

- Tenant-Based Rental Assistance
- Landlord Incentive Program
- LRRP
- Large Multifamily Program
- Sandy Voucher Program
- Fund for Restoration of Multi-Family Rental Housing Program
- Predevelopment Loan Fund for Affordable Rental Housing
- Neighborhood Enhancement Program (Blight Reduction Pilot Program)
- Supportive Services Program
- Sandy Special Needs Housing Fund
- Neighborhood and Community Revitalization (NCR)
- Low-Moderate Income Homeowner Program
- Continuation and Enhancement of Essential Public Services
- Building Code Enforcement
- Zoning Enforcement
- Planning Assistance Grant
- Unsafe Structures Demolition Program
- Low-Moderate Income Homeowner Program

- Blue Acres Program

Details regarding these programs can be found in the State's initial CDBG-DR Action Plan submitted to HUD and approved on April 29, 2013 (<http://www.nj.gov/dca/divisions/sandyrecovery/pdf/CDBG-DisasterRecoveryActionPlan.%20non.substantial.amendments.%2011.14.13.pdf>) and the seventh substantial amendment thereto which is currently awaiting HUD approval (http://www.nj.gov/dca/divisions/sandyrecovery/pdf/NJ_Action_Plan_Substantial_Amendment_508.pdf).

The federal government requires compliance with Section 3 of the Housing and Urban Development Act of 1968 on all projects related to housing rehabilitation, housing construction, demolition or other public construction over \$200,000 for grantees and sub-grantees or \$100,000 for contractors or subcontractors. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the CDBG-DR assistance, shall, to the greatest extent feasible, be directed to low and very low income persons.

The federal government also urges grantees to encourage the use of minority contractors in rebuilding and recovery efforts, and requires grantees to ensure that hiring goals comply with Section 3.

DCA is the lead agency for the administration of CDBG-DR funds in furtherance of the State's overall response and recovery efforts. This funding is critical to rebuilding the areas most impacted by Superstorm Sandy. In the months and years to come, these services will be essential to facilitating the State's full recovery.

It is DCA's intent to ensure that all work performed pursuant to this Engagement Query is eligible for CDBG-DR funding and performed in accordance with all rules, regulations, policies and guidance, including the Agreement.

3.0 SCOPE OF WORK

3.1 Documentation of minutes for the Kick-Off Meeting

The contractor shall begin the engagement by scheduling a kick-off meeting with DCA within three (3) business days of the date of engagement. The kick-off meeting is intended to confirm the timeline initially presented in the contractor's response to this Engagement Query, identify the State Contract Manager, allow the contractor to confirm and explain as necessary the approach and steps it will use for the engagement and as was presented in its response to this Engagement Query.

Deliverable: Prepare minutes for the kick-off meeting. Contractor shall prepare an updated plan to incorporate requests and revisions resulting from the kick-off meeting.

3.2 Partner with local stakeholders

The contractor shall develop relationships and work with local firms and stakeholder groups to ensure that proper Section 3 outreach is conducted. The respondent should build relationships with relevant chambers of commerce, trade groups and advocacy organizations. Contractors may also consider utilizing the State's Workforce Development Centers operated through the Department of Labor and Workforce Development to maximize outreach efforts.

Deliverable: Contractor shall compile a database of stakeholders and partners.

3.3 Outreach to Section 3 businesses and covered individuals

The contractor shall undertake the outreach and education activities enumerated in the Agreement, including but not limited to the activities listed below, and must have documented experience in Section 3 and M/WBE matters either directly or through approved subcontractors.

Assist DCA with development of a Section 3 Plan and Implementation Guide consistent with the Agreement.

- Assist the State in understanding its Section 3 obligations and develop policy recommendations;
- Notify Section 3 residents about employment & training opportunities and businesses about contracts generated by Section 3 covered assistance;
- Facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
- Notify all contractors of the Section 3 objectives and ways in which each can assist DCA and its sub-recipients to meet its numerical goal (<http://portal.hud.gov/hudportal/documents/huddoc?id=11secfaqs.pdf>);
- Assist contractors with other Section 3 issues and requirements as necessary;
- Gather and compile reports from contractors if necessary; and

Deliverable: An Outreach plan and Implementation Guide to Section 3 residents and business concerns shall be provided for each activity. Plan shall include detailed methodology for tracking and reporting each activity.

3.4 Document Section 3 and M/WBE monitoring and compliance

The contractor shall provide monitoring support and document the actions that DCA and its sub-recipients take to comply with Section 3, and M/WBE requirements, the results of the actions, and impediments, if any. In addition, the contractor shall provide documentation of Section 3 compliance as required by the Agreement.

Deliverable: An internal monitoring tool to track Section 3 and M/WBE compliance and provide monitoring guidance for DCA and its sub-recipients to distribute to all contractors and sub-contractors funded by CDBG DR funds.

3.5 Reporting to HUD quarterly

The contractor must prepare annual and quarterly reports for the State's submission to HUD on Section 3 and M/WBE compliance as required by Section 3 and the Agreement.

Deliverable: Submit annual and quarterly reports to the State 10 days prior to report submission deadline, as required for HUD Section 3 compliance.

3.6 Meeting Attendance

The contractor shall attend bi-weekly meetings to discuss issues or concerns raised during the contract engagement. The contractor shall coordinate meetings with DCA's Section 3 Coordinator. The contractor must provide timely resolution of any issues or concerns raised during scheduled meetings, and the Contractor shall participate in status update meetings/conference calls on a monthly basis throughout the engagement to discuss progress of issue resolution.

3.7 Training Plan

The contractor shall prepare a Section 3 training plan and related materials targeting staff, Section 3 businesses, and Section 3 covered persons that conforms to the requirements of the Agreement, Section 3 regulations, and the State's Section 3 implementation guide.

Deliverable: Submit a Section 3 Training Plan with corresponding, audience specific training materials for approval by HUD.

4.0 PROPOSAL SUBMISSION

4.1 The contractor must have documented experience in Section 3 and M/WBE matters in federally-funded block grant programs, either directly or through approved subcontractors. Preference will be given to experience in the disaster recovery realm. The contractor is required to understand the terms of the Voluntary Compliance Agreement and Conciliation Agreement between HUD and the State ("Agreement"), and ensure that the Agreement terms are met.

4.2 The signed proposal, saved in Adobe portable document format (PDF), must be emailed to IntegrityOversightMonitor@treas.state.nj.us. Upon receipt of the emailed contractor proposal, the contractor will be sent an email to evidence successful proposal transmission and receipt by the State.

- 4.3 The contractor's **proposal must be received by the State by 5:00 PM Eastern Time on August 4, 2014**. Any proposal received after this deadline will be automatically rejected by the State.
- 4.4 The contractor's proposal may be released to the public under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know. Any proprietary and/or confidential information in a proposal will be redacted by the State. A contractor may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the contractor has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential and will advise the contractor accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a contractor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenges to the contractor's assertion of confidentiality with which the State does not concur, the contractor shall be solely responsible for defending its designation.
- 4.5 Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this Engagement Query is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Engagement Query, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ 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.

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

4.6 Questions concerning this Engagement Query must be emailed to IntegrityOversightMonitor@treas.state.nj.us. **All questions must be received via email by 5:00 PM Eastern Time on July 18, 2014 using Attachment 4.** The answer to each question will be sent to all participating contractors without identifying the inquiring party.

4.7 Interested contractors shall respond with the following:

- Any changes to the *Disclosure of Investigations and Other Actions Involving Bidder Form* submitted with your original proposal
- A detailed proposal, including a detailed budget, to perform the scope of work of this Engagement Query
- A contract schedule that shall identify the performance milestones and associated deliverables to be submitted as evidence of completion of each task and/or sub-task
- A fully completed Cost Quote template (Attachment 5) showing a cost quote and person-hour and/or labor category mix proposed to complete each task, sub-task, or other work element required by the Engagement Query.
- A detailed list of all engagements, contracts or task orders in which the firm is currently providing services for any type of disaster recovery assistance. The list must include the name of the contracting entity, a description of the scope of services and the contract term;
- A detailed resume, including dates for each prior engagement, for contractor personnel proposed for this engagement, including experience related to the CDBG program or other similar federally funded program;
- Two (2) client references; each reference should include the contact information of two (2) individuals.

5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

5.1 Engagement Term

The engagement resulting from this Engagement Query is anticipated to be completed within 2 years of the engagement start, but may be extended at DCA's discretion for up to three (1) year periods.

5.4 Response Preparation Cost(s)

DCA will not be responsible for any expenses incurred by the contractor in the preparation of its response to this Engagement Query.

6.0 EVALUATION

The evaluation will be based on the following criteria (*not* necessarily listed in order of importance):

- The extent to which the contractor proposal demonstrates a robust and complete response to the State's scope of work as described herein;
- The contractor's experience in compliance with federally-funded block grant programs, experience in the disaster recovery realm, and experience with Section 3 and M/WBE requirements for Federal disaster recovery programs; and,
- The feedback provided to the State by the contractor's references.

7.0 CONFLICT FOR FUTURE ENGAGEMENTS

The contractor selected as a result of this Engagement Query shall be considered to have a conflict of interest and will not be eligible to provide integrity oversight monitoring services (Pool 3 of T2939 and G9004) for any contract related to its services in providing Section 3 assistance to the DCA.

8.0 TERMINATION

This engagement has been deemed critical to the State's delivery of CDBG-DR services and the overall effort by the State to ensure that all resources dedicated to the recovery from Super Storm Sandy be applied in an efficient manner and subject to controls targeted at preventing waste, fraud and abuse. Therefore, time being of the essence, DCA requires that the services contemplated by this engagement commence within five (5) business days of engagement award. If the contractor is unable to commence services as of such date, notwithstanding anything to the contrary in the State of New Jersey Standard Terms and Conditions, DCA reserves the right to terminate this engagement upon written notice. In such event, DCA may award the engagement to the next ranked contractor that is able to begin performing services within the aforementioned 5-day time frame.

9.0 LIQUIDATED DAMAGES

To the extent that actions of the contractor result in failure to meet the aforementioned deliverables, the State may suffer damages that could be difficult or impossible to quantify.

Given the significance and scope of the services and programs being implemented throughout New Jersey, the necessity that all resources dedicated to the recovery from Super Storm Sandy be applied in an efficient manner, and the need to take all necessary precautions to prevent, detect, and remediate waste, fraud, and abuse, the State and the Contractor agree to the specified liquidated damage amounts for late delivery of the following deliverables.

The methodology utilized to calculate liquidated damages pertaining to development and implementation of a work plan, and reporting requirements are based on the assumption that failure to have these key elements in place may directly result in a loss of CDBG-DR funding.

Failure to provide reports could prevent the State from taking action to rectify issues and may also cause harm to the public in the form of waste by the government and inefficiency in executing the myriad of new and expanded programs and service delivery.

| Task | Deliverable | Due Date | Liquidated Damages |
|-------------|---|--|---|
| 3.1 | Documentation of minutes for the Kick-Off Meeting | Completed within 3 business days after Kick-Off Meeting | \$500 a day for each business day past due date |
| 3.2 | Partner with local stakeholders | Completed within 15 business days after completion of Task 3.1 | \$1,000 a day for each business day past due date |
| 3.3 | Outreach to Section 3 residents | Outreach must begin within 30 business days after completion of Task 3.2 | \$1,000 a day for each business day past due date |
| 3.5 | Reporting to HUD quarterly | Completed by the 15 th day after the end of each quarter | \$1,000 a day for each business day past due date |

10.0 OTHER CONTRACTOR REQUIREMENTS

The Contractor is required to comply with all of the terms, including pricing, of its State contract (contract G-9004 or T-2939, as applicable), the applicable provisions of the New Jersey Standard Terms and Conditions, and the associated Method of Operation for the selected contracts. For the purpose of this engagement, the Contractor’s indemnification obligation shall be limited in the aggregate to 500% of the value of the contract, and is subject to the provisions and limitation outlined in Section 5.17.1 within Contract T2939.

Contracts are available on the Department of the Treasury, Division of Purchase and Property website:

Contract G-9004 http://www.state.nj.us/treasury/purchase/noa/contracts/g9004_13-r-23144.shtml

Contract T-2939 http://www.state.nj.us/treasury/purchase/noa/contracts/t2939_14-x-23110.shtml

Or, on the NJ Sandy Transparency website:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

11.0 CONFLICT OF INTEREST

Any person with FEMA/CDBG responsibilities, decision-making power or information may not obtain a financial interest or benefit from FEMA/CDBG activity or have any interest in the contract(s) or subcontract(s). Firms are prohibited from acting as a contractor for both the auditing and integrity monitoring requirements for the same project.

12.0 ATTACHMENTS

Attachment 1: Voluntary Compliance Agreement and Conciliation Agreement

Attachment 2: 2 10 22 Section 3 - MAY 2014 Amendment

Attachment 3: DCA M/WBE Policy

Attachment 4: Question Template

Attachment 5: Cost Quote

Engagement Query #: EQ2014-007-P1-DCA - Compliance Services

**Question and Answers
Addendum 1**

Part 1: Modification

| # | Page # | EQ Section | Modification |
|---|--------|------------|---|
| 1 | 8/9 | 5.1 | The engagement resulting from this Engagement Query is anticipated to be completed within 2 years of the engagement start, but may be extended at DCA's discretion for up to three two (1) year periods. |

Part 2: Questions and Answers

| # | Page # | EQ Section | Question | Answers |
|---|--------|------------|---|--|
| 1 | 1 | 1.0 | This section states that this EQ and its services are not subject to the reporting requirements under P.L. 2013. Can you clarify that only the deliverable listed in the EQ will be required and not those under paragraph e of the PL cited (the quarterly reporting)? | The contractor selected as a result of this Engagement Query and the services rendered by the contractor are not subject to the quarterly reporting requirements of P.L. 2013, Chapter 37 [N.J.S.A. 52:15D-1 et seq.] |
| 2 | 4 | 2.0 | The last sentence of this section states that it is DCA's intent to ensure that all work performed pursuant to this EQ is eligible for CDBG-DR funding. Does that sentence imply that payment for services rendered under this EQ are subject to DCA's compliance with CDBG-DR or is any way contingent on CDBG-DR funding if the Contractor complies with the EQ, agreement and work ordered by DCA? | DCA is required to comply with HUD CDBG-DR policies and procedures in order to obtain and maintain federal funding. This procurement seeks to inform potential respondents that the anticipated scope-of-work will be limited to that work which will qualify for federal reimbursement. Should DCA instruct a consultant to perform work that is ultimately not deemed allowable, DCA intends to abide by the payment terms set forth in the contract with the selected contractor. |
| 3 | 6 | 3.6 | This section states that the contractor shall attend bi-weekly meetings to discuss issues as well as participate in status update meetings/conference calls on a | DCA has not made a determination at this time. However, it is likely that some mix of in-person and telephonic meetings will be utilized. |

| | | | | |
|---|-----|-------------|--|---|
| | | | monthly basis. Can you clarify if the bi-weekly meetings will also be held via conference call or if the contractor is expected to attend those meetings in person? | |
| 4 | 6 | 3.5 and 3.7 | Will the contractor be offered the opportunity to meet directly with HUD to present or discuss the deliverables or the training plan and obtain their comments, recommendations or acceptance of the deliverables? | DCA has not made a determination at this time. However, to the extent DCA meets with HUD on Section 3 matters, it is likely that consulting resources may be asked to support such meetings. |
| 5 | 6 | 4.1 | This section states that documented experience may be either directly or through approved subcontractors. Can you define an “approved subcontractor”? Must the subcontractor have been included in our original qualifications and proposal that resulted in the Pool 1 contract? Or will NJ approve the subcontractor as part of the review and award of this engagement? | As specified in Section 5.8 of the Standard Terms and Conditions (Subcontracting or Assignment), contractors may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. If the use of additional subcontractor(s) is contemplated, a firm cannot be awarded the engagement until those additional subcontractors have been approved by the Director. Such consent, if granted, does not relieve the contractor of any contractual responsibilities, nor does it create privity of contract between the State and any subcontractor(s). Further, if the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. |
| 6 | 8 | 4.7 | This section indicated the proposal should contain two (2) client references. Please clarify if those can be from the subcontractor or must they be from the prime or a combination of both? | Client references may come from the prime contractor, the subcontractor, or both. |
| 7 | 8/9 | 5.1 | This section states that the anticipated engagement term is 2 years but may extend for up to | The expected engagement period is approximately 2 years from August |

| | | | | |
|--|--|--|---|--|
| | | | <p>three (1) year periods. Paragraph 4.7 (page 8) states that the Cost Quote template (Attachment 5) should be used in submitting the proposal. Please clarify the engagement period to be priced out on the Attachment Cost Quote template. 2 years? A monthly price? An annual price?</p> | <p>2014 through August 2016.</p> <p>The bidder should provide a separate yearly cost quote for each contract year to cover the term of the engagement query.</p> <p>Vendors under contract T2939 will provide 2 cost quote sheets to cover this period; and vendors under contract G9004 will provide 3 cost quote sheets to cover this period.</p> <p>The bidder should review G9004 <u>Section 5: Contract Term</u>, and T2939 <u>Section 5.2: Contract Term and Extension Option</u> for contract term and extension information.</p> |
|--|--|--|---|--|

Administration Integrity OversightMonitor

From: Administration Integrity OversightMonitor
Sent: Tuesday, July 29, 2014 3:23 PM
To: 'AED, Inc.'; 'Brown & Company CPAs, PLLC'; 'CliftonLarsonAllen, LLP'; 'CohnReznick, LLP'; 'Customer Value Partners'; 'Deloitte Financial'; 'Ernst & Young, LLP'; 'Fazio, Mannuzza, Roche, Tangel and Lapilusa, LLC'; 'Franklin & Turner'; 'ggriffith@gmg-mgt.com'; 'Grant Thornton'; 'Innovative Emergency Management, Inc.'; 'KPMG, LLP'; 'McGladrey, LLP'; 'Ofori & Associates'; 'Mark.Laccetti@ParenteBeard.com'; 'PricewaterhouseCooper, LLP'; 'william.b.waldie@us.pwc.com'; 'QWIC, Inc.'; 'Reed & Associates, CPAs'; 'Rothstein-Kass'; 'Schneider & Company'; 'Smart Devine'; 'Richard.Buchwald@solixinc.com'; 'Wiss & Company, LLP'
Subject: EQ2014-007-P1--DCA Section 3--Addendum 2

To All Pool 1 Contractors:

Please note that the deadline for bid submission for EQ2014-007-P1--DCA Section 3 has been extended. Proposals must be received by the State by **5:00 PM on August 8, 2014.**

Thank you.

Attachment 1

**VOLUNTARY COMPLIANCE AGREEMENT
AND CONCILIATION AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**



AND

**LATINO ACTION NETWORK,
NEW JERSEY STATE CONFERENCE OF THE
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE,
AND
FAIR SHARE HOUSING CENTER
("COMPLAINANTS")**

AND

**THE STATE OF NEW JERSEY;
AND
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
("RESPONDENTS")**

CASE NUMBERS:

**Title VI No.: 02-13-0048-6
TITLE VIII No. 02-13-0303-8**

CASE FILED: APRIL 3, 2013

Attachment 1

VOLUNTARY COMPLIANCE AGREEMENT AND CONCILIATION AGREEMENT

I. PARTIES

Complainants

Latino Action Network

c/o Frank Argote-Freyre, President
P.O. Box 943
Freehold, NJ 07728

NJ State Conference of the NAACP

c/o Richard Smith, President
4326 Harbor Beach Boulevard, # 775
Brigantine, New Jersey 08203

Fair Share Housing Center, Inc.

c/o Peter J. O'Connor, Executive Director
510 Park Blvd.
Cherry Hill, NJ 08002

Representatives:

Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

Michael Allen, Esq.
Relman Dane and Colfax, PLLC
1225 19th St NW # 600
Washington, DC 20036

Respondent

State of New Jersey, Department of Community Affairs
c/o Richard Constable, Commissioner
101 S. Broad Street
PO Box 800
Trenton, NJ 08625-0800

Representative: Sanjay P. Ibrahim, Esq.
Parker Ibrahim & Berg

Subject Property

All property assisted by the award of Community Development Block Grant - Disaster Recovery funding under the Disaster Relief Appropriations Act of 2013 (Public Law 113-2) to fund recovery activities related to Superstorm Sandy.

II. INTRODUCTION

On April 3, 2013, Complainants Latino Action Network (“LAN”), and Fair Share Housing Center (“FSHC”) filed a complaint with the U.S. Department of Housing and Urban Development (the “Department” or “HUD”), Office of Fair Housing and Equal Opportunity (“FHEO”), alleging that the State of New Jersey (“State”) engaged in discriminatory housing practices with respect to the provision of services under Title VI of the Civil Rights Act of 1964 (“Title VI”), Title VIII of the Civil Rights Act of 1968, as amended (the federal Fair Housing Act) (the “Act”); Section 109 of Title I of the Housing and Community Development Act of 1974 (“Section 109”) and failed to affirmatively further fair housing.

On April 23, 2013, the complaint was amended to add the New Jersey State Conference of the National Association for the Advancement of Colored People (“NAACP”) as a Complainant and the New Jersey Department of Community Affairs (“DCA”) as a Respondent. The State and DCA are collectively referred to as ‘Respondents’ or ‘Recipients.’ Collectively, the Complainants and Respondents are referred to herein as the “Parties.”

The Recipients agree to enter into this Agreement in order to ensure compliance with their responsibilities under Title VI, Section 109 and the Act, and to affirmatively further fair housing.

The Parties understand that the Respondents deny any violation of law, and that this Agreement does not constitute an admission by the Respondents or evidence of a determination by the Department of any violation of Title VI, Section 109, the Act, or the obligation to affirmatively further fair housing.

The Parties agree that nothing contained in this Agreement shall be construed to be a finding or determination by the Department that the Recipients or any of their agents or employees intentionally engaged in unlawful practices. The Parties agree that nothing contained in this document shall be construed as an admission of liability by the Respondents or any of their agents or employees with respect to the Complainants’ allegations.

The Department and the Respondents, having agreed to settle and resolve voluntarily all disputed issues hereby agree and consent to the terms of this Agreement.

Attachment 1

III. DEFINITIONS

Action Plan: The DCA Community Development Block Grant Disaster Recovery Action Plan approved by HUD on April 29, 2013, and any subsequent amendment thereto.

Agreement: This Conciliation Agreement.

Complainants: Collectively, Latino Action Network, Fair Share Housing Center and the New Jersey Conference of the NAACP.

Complaint: The housing discrimination complaint filed by Complainants LAN and FSHC on April 3, 2013 and joined by NAACP on April 15, 2013.

DCA: The New Jersey Department of Community Affairs

DCA's Sandy Website: The URL located at <http://www.state.nj.us/dca/divisions/sandyrecovery/>, as well as the links provided from that webpage and any subsequent URL providing public information about Sandy Recovery programs..

Department or HUD: The United States Department of Housing and Urban Development

Federal Financial Assistance: This includes (1) grants, loans, and advances of federal funds, (2) the grant or donation of federal property and interests in property, (3) the detail of federal personnel, (4) the sale and lease of, and the permission to use federal property or any interest in such property without consideration or at nominal consideration, or at a consideration which is reduced for the purpose of assisting the Recipient, or in recognition of the public interest to be served by such sale or lease to the Recipient, and (5) any federal agreement, arrangement, or other contract which has one of its purposes the provision of assistance. The term "Federal financial assistance" does not include a contract of insurance or guaranty. 24 C.F.R. § 1.2(e).

FHEO: HUD's Office of Fair Housing and Equal Opportunity

Housing Recovery Centers or HRCs: The Housing Recovery Centers operated by DCA to provide information and assistance for applicants regarding CDBG-DR funded programs.

HMFA: The New Jersey Housing and Mortgage Finance Agency

Limited English Proficient (LEP) Persons: Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin.

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Low- and Moderate-Income (LMI) Persons: Persons with an income as defined by 42 U.S.C. § 5302 (a) (20) (A), meaning, respectively, income that does not exceed 50% of area median income, and above 50% of area median income and that does not exceed 80% of area median income.

Language Assistance Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons they serve. Recipients should have a process for continuously monitoring and updating the Plan.

Party: The Complainants and Recipients.

Recipient(s): The state of New Jersey and the New Jersey Department of Community Affairs, collectively.

Sandy, or Superstorm Sandy: The storm that made landfall in New Jersey on or about October 29, 2012.

Nine Most Impacted Counties: In the State of New Jersey the county jurisdictions of Atlantic, Bergen, Cape May, Essex, Hudson Middlesex, Monmouth, Ocean and Union.

State: The State of New Jersey and each department, agency or other subpart in the New Jersey State government, whether or not directly responsible for CDBG-DR funded activities related to Sandy recovery.

Subrecipient: For purposes of this agreement, the New Jersey Redevelopment Authority, the Housing and Mortgage Finance Agency, the New Jersey Economic Development Authority, and the Department of Environmental Protection. Nothing in this Agreement changes applicable regulatory or judicial interpretations of what constitutes a subrecipient.

Tranche: The anticipated sequential allocation of Sandy CDBG-DR funding referenced in the HUD Notice as 'Round[s]', 78 Fed. Reg. 14329 & 30, and in the Action Plan as 'tranche[s]', p. iii.

Vital Document: Any document that is critical for ensuring meaningful access to the Recipient's major activities and programs by beneficiaries generally and LEP persons specifically.

IV. GENERAL PROVISIONS

- A. The term of this Agreement shall be until six months after the closeout by HUD of the grant(s) to New Jersey of all funds pursuant to Pub. L. 113-2. The effective date is the date on which the Agreement is signed by the representative of the Office of Fair Housing and Equal Opportunity on behalf of HUD.
- B. This Agreement is binding upon all of the officers, trustees, directors, agents, employees, heirs, successors and assigns of the Recipients, when acting in their official capacities on behalf of the State or DCA and the Subrecipients.

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- C. This Agreement does not in any way limit or restricts the Department's authority to investigate any complaints against the Recipient pursuant to Title VI, Section 109, the Fair Housing Act, or any other statutory or regulatory authority within the Department's jurisdiction. This Agreement resolves all of the Department's outstanding concerns under these authorities to date.
- D. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by an authorized representative of the Recipients and the FHEO Director for Region II, or his designee. Any such amendment, modification, or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- E. The Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 109, the Fair Housing Act, or any other federal, state, or local civil rights statute or authority. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- F. The Recipients acknowledge that they have an affirmative duty not to discriminate under the Act and that it is unlawful to retaliate against any person or entity because that person or entity has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. The State will administer all Action Plan programs in a manner that provides fair housing choice to people of all backgrounds without discrimination.
- G. The State will ensure that all construction, reconstruction and rehabilitation of damaged, assisted housing will be conducted in a manner that affirmatively furthers fair housing and is compliant with the Fair Housing Act and the Americans with Disabilities Act.
- H. All of the provisions of this Agreement are applicable to actions taken by Recipients following the effective date of the Agreement, without regard to when the CDBG-DR funding was allocated, unless otherwise specified.
- I. Within thirty (30) days of the effective date of this Agreement, Recipients shall inform all contractors, employees and the principals of Subrecipients, responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.
- J. This Agreement will be a public document upon its effective date. A copy of this Agreement shall be made available to any person for his/her review.

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- K. For the purposes of this Agreement, “days” refers to calendar days. If the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.
- L. This Agreement does not supersede, or in any manner change the rights, obligations and responsibilities of the Parties under any and all court orders, or settlements of other controversies involving compliance with federal or state civil rights statutes.
- M. This Agreement does not affect any requirements for the Recipient to comply with all requirements of the Act, Title VI or Section 109 not addressed in this Agreement.
- N. The Recipients shall designate appropriate personnel to coordinate compliance with this Agreement and communicate with the Department about the Agreement upon request at a mutually convenient time.
- O. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
- P. The Parties further agree that if the Department, Complainants or Respondents discover any typographical errors after the execution of this Agreement, the Department is authorized to correct such errors without the consent of the Parties.
- Q. The Department shall accept as true and official execution of this Agreement, a scanned or faxed copy of the executed signature page(s) contained in Section X. of this Agreement.
- R. Complainants’ signatory hereby acknowledges legal and binding authority to hereby execute this agreement on behalf of all named Complainants in this matter.
- S. Respondents’ signatory hereby acknowledges legal and binding authority to hereby execute this agreement on behalf of all named Respondents in this matter.
- T. For purposes of this Agreement, the required reports and documentation of compliance must be submitted simultaneously to:

Jay Golden, Regional II Director
Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278
Jay.Golden@hud.gov

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Wanda S. Nieves, Newark FHEO Center Director
Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
One Newark Center, 13th Floor
Newark, NJ 07102
Wanda.S.Nieves@hud.gov

IV. RELIEF IN THE PUBLIC INTEREST

A. Fund for Restoration of Multi-Family Housing (FRM)

1. Recipients will allocate an additional \$215,000,000.00 for the Fund for Restoration of Multi-Family Housing in addition to the \$379,520,000.00 previously allocated to FRM.
2. Recipients, recognizing the significant need to support the replacement and development of multifamily housing to serve renters displaced by Superstorm Sandy, may reallocate additional funds that are not utilized or needed in any other program from CDBG-DR funding to FRM, subject to approvals required by HUD, from other programs in the approved Action Plan, in any future amendment to the Action Plan relating to the use of CDBG-DR funds, but will not reallocate funds from other programs that have been identified as serving the needs of renters, namely those programs identified as “Renter Housing and Rental Programs” in Exhibit B-1 to the March 25, 2014 Action Plan.
3. Recipients shall allocate FRM funds for all three rounds by county in accordance with percentages that are generally proportionate to the amount of damage experienced in each of the nine impacted counties. This calculation shall include funds that have already been allocated and funds to be allocated. The State agrees to set aside the following minimum percentages of the total amount allocated for FRM from all CDBG-DR funds, including but not limited to all funds allocated in the first and second tranche CDBG_DR Action Plan and any funds allocated from future federal funds and/or unexpended funds allocated from other programs pursuant to this agreement: Monmouth and Ocean Counties, 52 percent, Atlantic County, 20 percent. The State shall also give preference to the most impacted communities within each county using a prioritization list such as that proposed by NJ HMFA in May 2014 or a substantially similar list based on the degree of major and severe damage to renters.
4. Recipients shall set aside at least 60 percent of the total amount allocated for FRM from all CDBG-DR funds for developments outside Targeted Urban Municipalities (TUMs), which shall be defined for this Agreement pursuant to the definition in the rule adopted by the New Jersey Housing and Mortgage Finance Agency at 45 N.J.R. 1511(a), and the remainder shall be allocated to developments inside TUMs.

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5. Of the total FRM funds a minimum of 60 percent of the total amount allocated for FRM from all CDBG-DR funds both outside TUMs and overall shall be dedicated to units that are open to families with children without preference or restriction other than described in this Agreement and affirmatively marketed to those people and groups “least likely to apply” as required by the New Jersey Qualified Allocation Plan as adopted at 45 N.J.R. 1511(a). State Uniform Housing Affordability Control, N.J.A.C. 5:80, requirements on bedroom distribution shall control.
6. The set-aside process for most impacted counties, TUMs, and families with children described above shall be implemented as follows. The State shall provide an initial application period of at least seventy-five (75) days after the effective date of guidelines adopted by NJ HMFA incorporating this set-aside process, which application process shall only require the documents referenced in Section 1 of the FRM Document Checklist proposed by NJ HMFA in May 2014, excluding the Resolution of Need, which to the degree required by state statute may be required by the time of final commitment of funds. The State shall then provide a list of the initial applications received including a listing by county, TUM/non-TUM, and families with children/other. Final applications, including the documents referenced in Section 2 of the FRM Document Checklist (exclusive of, Treatment Works Approval, CAFRA approvals, and Pinelands approvals which shall be closing requirements and not application criteria), shall be due no earlier than October 30, 2014. In the event there are not enough eligible applications from the most underserved counties and/or outside of TUMs and/or serving families with children to result in these allocations as of the October 30, 2014 deadline, Recipients agree to reserve sufficient funds required to meet those targets in subsequent rounds. In scheduling any future rounds, HMFA shall report to the public the allocation of funding designated to each underserved county, inside/outside of TUMs, and serving families with children in order to meet the funding targets. HMFA will schedule any subsequent rounds giving applicants sufficient time to prepare development plans. If, after two subsequent funding rounds, the targets have not been met, the HMFA may allocate the funds as required to generally meet the needs of low and moderate income households.
7. Recipients shall require that at least 50 percent of the units of each bedroom size in each FRM development approved by HMFA after the effective date of this Agreement shall be affordable to households at or below 50 percent of Area Median Income, including that at least 10 percent of units of each bedroom size shall be affordable to households at or below 30 percent of Area Median Income. Up to 15 percent of housing funded in TUMs may be made available to households between 60%-120% of area median income, thus providing income diversification.
8. Unless a specific action is required by federal statute or regulation, municipal support or funding for a development shall not be a point factor in any funding decisions for FRM funding provided that to the degree a resolution of need is required by state statute, Recipients may require such resolution by the time of final commitment of funds.
9. Recipients will require the greater of 15-year affordability or the length of affordability and/or extended use period required by any non-FRM source of

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funding used in the project by deed restriction on all new affordable rental housing approved by the HMFA Board for funding via the Section 4.2.1, Fund for Restoration of Multi-Family Housing after the effective date of this Agreement. Nothing in this Agreement shall be interpreted to require that the deed restriction provided to enforce the length of affordability shall require monitoring by the CDBG-DR program for any period longer than required by federal statute or regulation; monitoring pursuant to other established federal and/or state programs shall be acceptable.

10. To minimize relocation and enable return of residents to their pre-storm communities, Recipients will require, as a contractual condition of all loans or grants for developers and operators of rental housing assisted under the Action Plan, including both FRM and any other rental housing funds for which a final commitment of funds is made after the effective date of this agreement, that such units will be made available for the first 90 days to LMI applicants who were displaced by and/or experienced major or severe damage from Superstorm Sandy based on either FEMA registration or alternative proof of damage, impact or displacement, as to be further set forth in a policy to be adopted by the HMFA.
 11. Unless required by federal statute or regulation, no household occupying, or which hereafter occupies, an affordable unit approved by HMFA for funding through FRM after the effective date of this Agreement shall be evicted solely because the household income rises above the initial income eligibility ceiling.
 12. Within sixty (60) days of the effective date of this agreement, the New Jersey Housing and Mortgage Finance Agency shall adopt modifications to its FRM Program Guidelines consistent with this Agreement.
- B. Fund for Restoration of Multifamily Housing (FRM) – Public and Assisted Housing and Sandy Special Needs Housing Fund (SSNHF)
1. The \$30,000,000 in FRM-Public Housing funds in the first and second tranche Action Plans and the \$60,000,000 in SSNHF funds referenced in this agreement shall be considered as separate from the FRM funds and not subject to the requirements outlined above in section IV(A) of this Agreement; all other FRM funds shall be subject to the requirements outlined above in section IV(A).
 2. No later than 45 days after the effective date of this Agreement, Recipients will consult with all Public Housing Authorities (PHAs) in the State, and assisted housing owners and operators to detail the damage to these homes by Superstorm Sandy, and prepare, submit to HUD and post on the DCA's Sandy Website, a detailed description of the type and degree of damage from Sandy to PHA-owned and operated and assisted housing, by development and building, including a comprehensive cost estimate for remaining repairs, and describe the remaining unmet needs to recover from Superstorm Sandy so that reasonable mitigation measures can be undertaken. As

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part of this analysis, the State shall indicate which public or assisted housing still have units damaged by Sandy that remain uninhabitable as of the time of the analysis, and prioritize funding to address unmet needs to rehabilitate or reconstruct those units without loss of number of units or number of bedrooms per unit in the municipality in which those units existed before Sandy.

3. No returning resident duly qualified for public or assisted housing prior to Sandy will be subject to any recertification requirement except continuing household income qualification if required by other applicable federal regulations and assignment to unit with the number of bedrooms if required by the applicable regulations. No household will be denied the right to return hereunder because of a change in household members if the head of household or a majority of members of the pre-Sandy household apply to return but may be required to occupy a unit with the number of bedrooms required by the applicable regulations.
4. Notwithstanding any agreement in any other matter, Recipients shall allocate at least an additional \$10,000,000 for SSNHF which shall result in total SSNHF funding from CDBG-DR funds of no less than \$60,000,000.
5. DCA will apply for a waiver necessary to allow CDBG-DR funds to be layered with other federal funding sources such as HOME to produce supportive housing and/or other affordable rental housing.

C. Tenant Based Rental Assistance

1. CDBG-DR tenant-based rental assistance is restricted to three months unless specified by a waiver authorized by HUD. A waiver request is pending with HUD to allow the assistance for a maximum of 24 months. Provided HUD approves any and all necessary waivers, Recipients will continue to develop a Tenant-Based Rental Assistance Program and apply to HUD for any waivers necessary to implement the program.
2. Recipients shall allocate at least an additional \$15,000,000 for tenant-based rental assistance. Such funds shall supplement, and not supplant, the \$17,000,000 proposed by the State to be reallocated from the Landlord Incentive Program to tenant-based rental assistance.
3. These funds shall be allocated as follows:
 - a. There will be a preference for households at or below 30% of area median income;

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- b. At least 75% of the additional \$15,000,000 in rental assistance must be used for families at or below 30% of area median income;
 - c. Recipients agree to provide vouchers of up to 130% of fair market rent to enable recipients to move to municipalities and neighborhoods that have few vouchers, subject to any necessary approvals by HUD.
 - d. DCA will establish policies and procedures for operation of this program, will post the policies and procedures on DCA's Sandy Website before initiating the program; the state will, within 120 days after adoption hold training for, all SHRAP provider organizations and other interested community-based organizations. DCA will also include outreach and counseling for these vouchers as part of the contract required in Section VI. F.
4. To the greatest extent feasible, households wishing to return to their pre-Sandy community with this assistance shall be supported and funded to do so.
 5. These funds may, subject to approvals required by HUD, be reallocated from other CDBG-DR programs, provided that no such funds shall be reallocated from other programs that have been identified as serving the needs of renters, namely those programs identified as "Renter Housing and Rental Programs" in Exhibit B-1 to the March 25, 2014 Action Plan. These funds may also, subject to approvals required by HUD, be allocated from additional CDBG-DR funding that may become otherwise available.
 6. Recipients agree to apply for any available HUD funding to support additional rental vouchers to meet the housing needs of New Jersey renters.
- D. Review of RREM Applicants Determined to be Ineligible and Status for Wait Listed Applicants
1. DCA shall, within one hundred and fifty (150) days of execution of this Agreement, complete a review of all applicants initially found ineligible for the RREM program who have not filed an appeal, using the same review process already in place for people who have filed an appeal. DCA has completed its review of all persons who filed an appeal. DCA shall provide all applicants initially found to be ineligible with a determination of whether upon review they are eligible or not, any documents that DCA still needs to fully process their application, a mechanism by which applicants can get information on the status of their

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application, and an explanation of the determination, the right to appeal a final decision to the Office of Administrative Law, and the information customarily required in a New Jersey court filing pursuant to N.J. Rules of Court 4:4-2 regarding the ability to find an attorney through the Lawyer Referral Service or Legal Services of New Jersey, which information shall be provided consistent with the LEP requirements in this Agreement.

2. For any applicant deemed to be eligible in the above-described review, the applicant shall be placed in the order of priority that the applicant would have been in had the application initially been accepted, and funded according to that priority. Recipients shall ensure sufficient funds remain in the RREM program to effectuate this priority.
3. Within thirty (30) days of the completion of the review required pursuant to this subsection, DCA shall provide to FHEO an updated version of the information required to be provided with respect to the RREM program pursuant to this Agreement and an analysis of the application approval rate for RREM by race, ethnicity and income. DCA shall as part of that report provide an assessment of any further adjustments necessary to reduce or eliminate disparities.
4. DCA shall develop and implement a system through which all RREM applicants can receive the most current information on their application's status by telephone, consistent with the LEP requirements in this Agreement.

E. LMI Homeowners Rebuilding Program

1. DCA shall administer a new program serving homeowners who were not served by the prior RREM program, limited to the LMI populations, particularly those who are LEP, of the nine impacted counties. DCA has committed \$40 million for this program; a minimum of \$10 million of the funds committed to this program shall be initially reserved for owners of manufactured housing whose homes were damaged, subject to HUD's approval if necessary. DCA agrees to make available to the public, including on DCA's Sandy Website, the eligibility criteria for the program, including the manufactured housing component, at or before the time that the program opens to applicants.
2. Funding for the new program not needed for the manufactured housing plan described above shall be distributed to homeowners not previously served by RREM with major or severe damage. The application process shall be in all aspects implemented in concert with the housing counseling and outreach and LEP requirements in this Agreement, and shall be open to the nine previously identified most impacted counties. DCA will accept alternative proof of substantial damage for applicants who are unable to or cannot get a substantial damage letter in this program, using

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the same provisions provided for RREM in the LEP section of this agreement.

3. Any funds remaining from implementation of this program or from other allocations to the RREM program may be reallocated to the FRM program and DCA may provide that such reallocation will happen as part of its CDBG-DR third tranche action plan so that no further approvals will be needed for such reallocation to take place.

F. Housing Counseling and Outreach

1. Recipients shall implement outreach and housing counseling services to LMI homeowners and renters as follows:

- a. DCA has identified organizations and community partners who will conduct additional robust outreach for the FRM and LMI Homeowners Rebuilding programs in the nine most impacted counties. DCA will fund those outreach efforts with funds totaling \$2 million beginning in July 2014. As part of these efforts, DCA shall provide outreach to LEP communities in each of the nine impacted counties by contracting or subcontracting with community-based organizations with experience working with racial or ethnic minority communities and low and moderate income people in that county in areas most heavily impacted by Sandy, including LEP communities, and the majority of the outreach funding shall be provided to organizations with such experience.

- b. DCA will convene, within 10 days from the date of execution of this agreement, a meeting of a working group to discuss community outreach planning. The Complainant organizations will be invited to this meeting.

- c. DCA will provide housing counseling services through its existing network of HUD-certified housing counseling agencies and, if needed, may issue a separate RFP for such services in the nine previously identified most impacted counties. A proposal may include one or more counties. These housing counseling agencies will provide comprehensive counseling services for both homeowners and renters in order to identify all available homeowner and renter programs and other available resources and to assist with both the application and processing once approved, all in one-stop locations in all nine previously identified most impacted counties. Housing counseling shall be provided in facilities located in lower-income communities impacted by Superstorm Sandy. The counseling shall include financial literacy training, fair housing counseling including mobility counseling and fair housing rights, and any assistance needed to residents of public and assisted housing that are required to be relocated. Counseling agencies shall be required to demonstrate

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their ability to collect and report agency and client-level data including client intake, file maintenance, financial and credit analysis, outreach, client notification, and reporting pursuant to 24 CFR 214.103 (f), and meet any additional requirements to interface with state and federal reporting on CDBG-DR funds including but not limited to collecting and reporting the information required pursuant to the Recordkeeping and Reporting provisions of this Agreement.

d. LEP services: All outreach and housing counseling services provided pursuant to this section shall be performed in accordance with the State's LAP. The specific references to LEP communities above shall not be construed as limitations on the full compliance of all such services with the LAP.

e. Recipients agree to provide a minimum of \$2 million per year for housing counseling services until and including the year when the HUD closeout for the CDBG-DR funding occurs, with the final year to be prorated depending on when the closeout occurs and if CDBG-DR funds are available.

G. Access to All CDBG-DR Funded Programs for LMI and LEP Persons who are Potentially Eligible for the Programs

1. Pursuant to the non-discrimination requirements of Title VI at 24 C.F.R. § 1.4, the Recipients are required to take reasonable steps to provide meaningful access to federally funded programs for LEP persons. To comply with their Title VI LEP obligations, the Recipients agree to take the following actions.

a. Completion of Four Factor Analysis. Within 60 days of execution of this Agreement, DCA shall provide a complete Four-Factor Analysis for the nine most affected counties as referenced in the HUD LEP Guidance and shall submit a copy to FHEO. This shall include determining the following:

i. Number or proportion of LEP persons eligible to be served or likely to be encountered by the program, supported by census data or other relevant data, including language for LEP populations of 5% or 1,000 persons in each of the nine most affected counties, considering all languages in the following chart:

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Major Foreign Languages Spoken in Nine Most Affected Counties

| Sandy-Affected County | Top Non-English Languages Spoken | Estimated LEP Population |
|-----------------------|--|----------------------------|
| Atlantic County | Spanish Vietnamese Chinese | 15,800 2,000 2,000 |
| Bergen County | Spanish Korean Polish | 41,300 26,200 8,300 |
| Cape May County | Spanish | 2,300 |
| Essex County | Spanish Portuguese French Creole | 59,600 15,300 8,500 |
| Hudson County | Spanish Arabic Tagalog | 105,400 5,000 4,700 |
| Middlesex County | Spanish Chinese Gujarati | 53,800 11,700 10,500 |
| Monmouth County | Spanish Portuguese Chinese | 21,300 4,000 3,900 |
| Ocean County | Spanish Italian Polish | 13,400 1,400 1,000 |
| Union County | Spanish Portuguese French Creole | 70,400 9,100 5,000 |
| Total | 11 LEP Populations | |

- ii. Frequency with which LEP persons come into contact with each program funded by CDBG-DR;
 - iii. Nature and importance of the program, action or service; and
 - iv. The resources available to execute the program and the costs of providing LEP services.
- b. Posting of Four-Factor Analysis. Within ninety (90) days of execution of this Agreement, DCA shall post a complete Four-Factor Analysis completed in accordance with Paragraph 1 above, on DCA's website under the "Sandy Recovery Division" link.
- c. New CDBG-DR LAP. Within ninety (90) days of execution of this Agreement, DCA shall develop a revised LAP for

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Sandy Recovery to address the needs identified in the Four-Factor Analysis conducted pursuant to Paragraph 1 above, and submit it to FHEO for review and approval. If FHEO does not reject the LAP within ten (10) days, the LAP shall be considered to be approved. This revised LAP shall include at a minimum:

- i. Procedures DCA will use to identify LEP persons with whom they have contact, the size of the LEP populations in each of the Sandy-impacted counties that comprise 5% or 1,000 of the total population for each such county, and the languages of each LEP population;
 - ii. Points and types of contacts the Recipients may have with LEP persons;
 - iii. Ways in which language assistance will be provided, including the names and contact information for any individuals or contractors which will provide such services, including language interpretation line assistance services, use of "I Speak" cards, translation of outreach and education materials, translations for applications, correspondence with applicants or potential applicants, approval and denial letters, requests for additional information, appeal information, press releases and public notices,
 - d. All correspondence from DCA related to CDBG-DR programs sent to individuals shall include a provision indicating that free language interpretation services are available by contacting a toll free telephone number available to serve LEP persons in the appropriate language.
2. Develop a LEP Outreach/Marketing Plan. Within ninety (90) days from the execution of this Agreement, DCA will develop and provide to HUD and to the Complainants for review and feedback comprehensive plan for outreach to the various LEP communities and LMI communities in each of the Sandy-Affected Counties. The plan shall consider the LAP provisions as well as DCA's Citizen Participation Plan. The LEP outreach shall include public service announcements, print advertisements, press releases, billboard/bus advertising, social media contacts, and other media methods, in various languages, about the CDBG-DR programs and services available as provided for in this Agreement. FHEO and the Complainants shall provide comments regarding the plan within 10 days from the date that they receive the plan. The Recipients agree to include the reasonable recommendations from HUD and the

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Complainants. The outreach to community-based groups that work with LEP, LMI and minority communities described in this section shall be coordinated with and in addition to the outreach efforts required by Section IV. F. of this agreement.

3. **Develop a Training Plan.** Within sixty (60) days from the execution of this Agreement, DCA will develop and provide to HUD a Training Plan that describes training, responsible entities and time frames for completion of training for DCA staff members with public contact, as well as employees or contractors funded from CDBG-DR funds, in LEP Guidance and the LAP, including provisions for training of staff who are responsible for monitoring Subrecipients.
4. **Designate a LAP Coordinator.** Within sixty (60) days from the execution of this Agreement, DCA will hire or identify a LAP coordinator who shall be identified in the body of the LAP, including such person's name, email address, phone number and address, and provide public notice on DCA's Sandy Website of contact information for the LAP Coordinator in appropriate languages;
5. **Develop a Language Bank.** Within sixty (60) days from the execution of this Agreement, DCA shall identify staff and contractors who are fluent in various languages, their contact names, telephone numbers and/or email addresses, and their hours of availability. If a Language Bank list already exists, DCA shall submit it to HUD within 10 days of execution of this Agreement. DCA shall use this list to support the provision of translation services in locations that have contact with the public.
6. **Provide a List of Vital Documents to be Translated.** Within twenty (20) days of HUD's approval of the LAP, DCA shall provide a list of vital documents that will be translated and the timetable for translations, for each Sandy-related program, including:
 - a. **Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program**
 - b. **Landlord Incentive Program**
 - c. **Landlord Rental Repair Program**
 - d. **Special Needs Housing Program**
 - e. **Large Multifamily Program**
 - f. **Neighborhood Enhancement Program**
 - g. **Redevelopment Fund for Affordable Rental Housing Program**

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- h. Blue Acres Program
 - i. Sandy Voucher Program
 - j. Any other CDBG-DR programs.
7. Provide Language Access Services.
- a. DCA will continue to post in every Housing Recovery Center copies of the "I Speak" cards.
 - b. DCA will provide in all HRCs in-person translators, and shall hire at least one housing counselor at each HRC who is bi-lingual in Spanish and English and in Essex County also shall hire at least one housing counselor who is bi-lingual in Portuguese and English. DCA will also continue to provide access to language lines in all HRCs as appropriate based on the languages and counties identified above; with regard to all appellate processes; and with regard to all in-person meetings involving contractors and subcontractors.
8. LAP Training. Within forty five (45) days of the execution of this agreement, DCA will conduct an LEP awareness and current protocol training, which may be conducted by teleconference, for all Sandy Recovery staff having contact with the public. Within one hundred and twenty (120) days of execution of this Agreement, DCA shall complete its training of all Sandy Recovery staff, on the LAP and LEP issues, including procedures for accessing language translations services. Training shall be conducted by a trainer with knowledge of the LAP and LEP requirements, and not merely through the use of a self-training module. Recipients shall provide evidence of the completion of the training, including a list of staff in attendance, to HUD.
9. Subrecipient LAPs. Within ninety (90) days of execution of this Agreement DCA shall:
- a. Provide the LAPs for DCA and Subrecipients.
 - b. Pursuant to 24 CFR § 570.492, DCA will monitor whether its sub-recipients have taken reasonable steps to provide meaningful access for LEP persons to the sub-recipients' federally funded programs in accordance with Title VI and 24 C.F.R. § 1.4.
 - c. Notice to Subrecipients. Within one hundred twenty (120) days of the Department's approval of Recipient's LAP, DCA shall

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provide written notice, including guidance and technical assistance, to all of the Subrecipients in DCA's CDBG-DR program regarding their obligations to provide appropriate LEP services ensuring access to federally funded programs in compliance with Title VI. DCA shall provide a copy of this written notice to HUD at least ten (10) days prior to disseminating the notice to Subrecipients. This notice shall:

- i. Inform Subrecipients that they must take reasonable steps to provide meaningful access to eligible LEP persons to comply with Title VI requirements and provide a link to the HUD LEP Guidance and other technical assistance resources.
 - ii. Recommend that Subrecipients follow the HUD LEP Guidance and conduct a Four-Factor Analysis to determine the need for LEP services in their program;
 - iii. Recommend that Subrecipients complete a LAP, if necessary, based on the Four-Factor Analysis; and
 - iv. Require Subrecipients to maintain records regarding their efforts to comply with Title VI LEP obligations, including documents related to the Four-Factor Analysis, the LAP, and LEP services provided to eligible persons. Such records shall be available for monitoring reviews of Subrecipients conducted pursuant to 24 C.F.R. § 570.492. See 24 C.F.R. § 570.490(b).
 - v. Recipients affirm that all LEP services or actions contained in the LAP will apply to any program administered by DCA or Subrecipients servicing individuals that are funded by CDBG-DR funds, including for renters applying for assistance, etc.
 - vi. Monitoring of Subrecipients. DCA shall monitor Subrecipients for compliance with Title VI LEP obligations when it conducts regular compliance monitoring of Subrecipients as required by HUD regulations. See 24 C.F.R. § 570.492. DCA shall maintain appropriate monitoring records to facilitate HUD reviews. See 24 C.F.R. § 570.490; 24 C.F.R. § 570.493.
10. Database Update. Within forty five (45) days of execution of this Agreement, DCA shall ensure that its database systems are updated to include a field that can be populated for "LEP/language assistance" and the language needed (if any) for data collected about applicants

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for assistance or other participants including small business owners. In this way, it can begin to collect needed data about the LEP population it serves and the specific language needs of its participants and applicants.

11. Waitlist Review. Within sixty (60) days of execution of this Agreement, DCA shall send a letter to each individual who has been accepted or wait-listed for the RREM program in English and Spanish and including a reference to a toll free telephone number which provides information in all of the major languages identified above to determine if any such individuals require LEP assistance; if so, DCA shall ensure that the individual's file identifies such individual as "LEP" and the type of language assistance needed. DCA shall also include such a letter as part of informing all applicants who were initially rejected of the results of the review of their applications. When contacting each individual who has been accepted, wait-listed, or had their application's denial reviewed, DCA shall also inform the individual that free language assistance is available for persons who need such assistance, and the information is being collected in order to better assist them. The initial written communication shall be sent in both English and Spanish. The Department shall be provided with the results of this effort within ninety (90) days of the execution of this Agreement.
12. Robust LEP Outreach. Within sixty (60) days of execution of this Agreement and after completion of the actions described above, DCA shall initiate its LEP outreach plan consistent with that contained in its LAP and in partnership with the outreach and counseling organizations selected pursuant to Section VI H. This outreach shall, in addition to providing information on all available CDBG-DR programs for both renters and homeowners, inform the LEP community that DCA will open a new LMI Homeowners Rebuilding program. The information provided shall include an indication that bilingual staff and interpretation services are available on DCA's Sandy Website, by phone or in person at any site serving the public, without charge.
13. State and DCA Sandy-Related Press Releases, etc. Within forty five (45) days of the execution of this Agreement, the State and DCA shall ensure that all official press releases and other written announcements that are issued pertaining to Sandy-related activity that is funded by CDBG-DR monies and issued by DCA or other State agency, be posted and provided in English and Spanish.
14. DCA Website. Within one hundred twenty (120) days of the execution of this Agreement, DCA shall ensure that DCA's Sandy Website is properly modified to reflect that all provisions are

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compliant and shall consult with FHEO staff to address each individual concern to FHEO's satisfaction.

15. **Access to LEP Population for Units Produced with Federal Funding.** For every unit of housing that is initially rented or made available for sale on or after the effective date of this Agreement and which receives or has received CDBG-DR funds, the availability of the unit shall be listed, with basic characteristics such as bedroom size, location, and rent on a single statewide web site fully compliant with the LAP prior to the rental or sale of that unit with information on how to rent or purchase that unit and a statement that such unit is subject to the provisions of the Fair Housing Act and has a priority for occupancy by people impacted by Superstorm Sandy.
16. **Proof of Substantial Damage.** DCA shall accept alternative evidence of substantial damage as approved by HUD in Substantial Amendment No. #8 to the State's Action Plan. For RREM, if necessary to meet LMI targets, DCA shall provide funding in accordance with the level of damage to LMI households with damage of less than 50 percent of home value.
17. **LAP Appeal Process.** The LAP will be amended to include an appeals process for application denials, and the availability of either a Hearing Office who speaks the language of the LEP individual, or the provision of translation services in that LEP individual's language. The public and advocacy groups will be notified that language assistance is available for appeals if an LEP individual is rejected from applying for any disaster recovery program. Further, this information must be posted in all Housing Recovery Centers in a location that is visible to the public.
18. **DCA will ensure that it complies with LEP requirements, including providing publicly available eligibility criteria and application information in appropriate languages, translation of vital documents, providing information on websites, and communicating with individuals in appropriate languages, and that these resources are available to applicants before it markets to the public or accepts applications for the programs described in Sections IV. D. and E. of this Agreement. Starting sixty (60) days after the execution of this agreement, DCA will also ensure that all FRM-funded housing is marketed in a manner that complies with the LEP requirements set forth in this Agreement.**

V. SECTION 3 COMPLIANCE

A. Specific Provisions for Section 3 Compliance

1. Section 3 Oversight and Administration

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- a. Unless compliance with applicable federal or state procurement statutes and regulations require a longer time period, within sixty (60) days of the effective date of this Agreement, the State shall complete selection of a firm responsible for ensuring compliance with Section 3 of the Housing and Community Development Act for its CDBG-DR funded activities.
- b. Within ninety (90) days of the effective date of this agreement, DCA shall hire or appoint a full time Section 3 coordinator for its CDBG-DR activities and notify FHEO of the name and contact information for its selection.
- c. DCA shall notify the Department in writing within 10 days after removing or replacing its Section 3 Coordinator(s).
- d. DCA shall take all appropriate measures to ensure that the person so hired or appointed will have the proper authorization and powers to ensure compliance with this Agreement and Section 3.

2. Section 3 Plan

- a. DCA shall develop and provide to HUD a Section 3 Plan for its CDBG-DR activities within ninety (90) days of the execution of this Agreement. HUD will complete its review of the plans within thirty (30) days of the plan being provided to HUD. The State shall adopt a final version of a Section 3 plan within one hundred fifty (150) days of the effective date of this Agreement. In addition, within one hundred twenty (120) days of the execution of this Agreement, DCA shall develop and provide to HUD a Section 3 Implementation Guide to facilitate consistent compliance with Section 3 in all aspects of the State's CDBG-DR activities. All final documents should clearly assert that Section 3 compliance is required by law, and describe specific penalties that may be imposed upon Subrecipients, contractors, and subcontractors for noncompliance. Section 3 Plans and Implementation Guides shall be posted on DCA's Sandy Website at each of the deadlines in this paragraph so they are accessible to prospective sub recipients, contractors, Section 3 residents and Section 3 businesses.
- b. No changes may be made to these Section 3 plans without the written consent of HUD.

3. Annual Reports. DCA shall timely submit Section 3 summary reports for all covered activities undertaken by the State, its Subrecipients, developers, contractors and subcontractors in accordance with the Section 3 annual reporting requirements at 24 CFR. § 135.90.

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4. Outreach and Training Efforts:
 - a. Within forty-five (45) days of the effective date of this Agreement, DCA must convene an internal information session and review the provisions of this Agreement with its key managers and staff.
 - b. Within one hundred fifty (150) days of the effective date of this Agreement, DCA shall develop and provide to HUD Section 3 training and outreach materials for staff, Section 3 businesses and Section 3 covered persons that describe the requirements of this Agreement, the Section 3 regulations and the State's Section 3 Implementation Plan. During the course of this Agreement, DCA must receive approval from HUD to use any new or modified Section 3 materials for its training/outreach efforts.
 - c. Within thirty (30) days of HUD's approval, DCA shall initiate outreach and education efforts to Section 3 businesses and Section 3 covered individuals, especially targeting business communities and potential Section 3 businesses in a manner consistent with the Section 3 Plan. It should coordinate its outreach efforts with local chambers of commerce and other organizations and agencies that engage in business growth activities. DCA shall include in its monitoring reports a schedule of events and activities under this section.
 - d. HUD may, at its discretion, direct Recipients to increase their outreach efforts or direct them to focus their outreach efforts to particular groups, organizations or a subset of Section 3 residents or Section 3 businesses. Outreach efforts for all Section 3 activities should include, but are not limited to, posting notices on its website, posting notices in the common areas or other prominent areas of its housing developments, advertising through local media, such as community television networks, newspapers of general circulation, minority owned newspapers, local business trade magazines/flyers, radio advertising, and internet media outlets (ex. Face book, Twitter, etc.).
 - e. DCA agrees to utilize the Section 3 Business Registry program provided by HUD and to encourage Section 3 individuals and businesses to sign up for the Business Registry.

B. Section 3 Monitoring and Enforcement by DCA

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1. DCA shall establish an active Section 3 enforcement and monitoring process applicable to itself and to its Subrecipients and assign or designate appropriate personnel to do so, consistent with the terms of this Agreement. The enforcement and monitoring process must provide a methodology capable of monitoring the State's internal compliance with Section 3 and this Agreement, and monitoring contractors, subcontractors and private property management companies' compliance with Section 3. DCA shall refrain from knowingly entering into contracts with any contractor currently in violation of Section 3 pursuant to 24 CFR § 135.32(d).

VI. FAIR HOUSING TRAINING

- A. DCA will train their employees and contractor representatives (and those of their sub-recipients) who are responsible for the implementation of recovery programs on the requirements of the Affirmatively Furthering Fair Housing regulations and on civil rights compliance.
- B. The State will, within ninety (90) days of HUD's approval of this Agreement, require its employees, contractor representatives and agents and those of Subrecipients, charged with implementation of recovery programs, to participate in training on Affirmatively Furthering Fair Housing and on civil rights compliance, provided by HUD or by some entity approved by HUD using a curriculum approved by HUD. The training will be recorded in video format and all Subrecipients' principals shall certify that they have viewed the training prior to and as a condition of all contracts.
- C. The Respondent shall forward to HUD objective evidence of the successful completion of training required by this Agreement in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training, as evidence of compliance.

VII. PREPARE A 2015 ANALYSIS OF IMPEDIMENTS

- A. The State agrees by January 15, 2015 to prepare its 2015 Analysis of Impediments to Fair Housing Choice (AI) including identifying post-storm impediments to fair housing in the storm affected counties as required by HUD's March 2013 Notice, and to submit the AI to HUD for review and approval.
- B. HUD agrees to provide technical assistance to the State regarding its preparation of the 2015 Analysis of Impediments and the State agrees to request technical assistance when preparing the AI.

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VIII. REPORTING AND RECORDKEEPING

- A. Quarterly reporting. DCA will provide to FHEO and Complainants a quarterly report with the following information to track compliance with this Agreement:
1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.
 2. An updated list of each applicant to RREM and the LMI Homeowners Program that provides the application ID, application status (i.e. approved, wait listed, rejected, still processing, in appeal), LMI status, LEP status, race, ethnicity, zip code, municipality, and county without personally identifying information.
 3. The most current list of all units and projects funded through FRM, FRM-PHA, SSNHF, and all other programs in Section 4.2 of the Action Plan, including street address, municipal location, family/senior/supportive status, and income levels served. The State will also post this information on DCA's Sandy Website.
- B. Quarterly Reporting on LEP. DCA will submit to FHEO and Complainants an Implementation Report ("Report") on a quarterly basis that quantifies all requests for LEP services, LEP services that have been provided, and also identifies all actions taken to implement the Agreement.
1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.
 2. Each Report shall contain a summary and a numerical count of all requests for LEP services and all LEP services that have been provided by DCA.
 3. Each Report shall contain a narrative regarding DCA's monitoring of sub-recipients' LAPs and LEP compliance and provide an overview of DCA's findings.
 4. In the Reports due August 1 of each year for the remainder of the Agreement, DCA will submit an updated LAP to HUD for approval. If DCA has not updated the LAP, the Report shall contain an explanation of why DCA's current LAP is effective and sufficient and does not require updating.
- C. Quarterly Reporting. DCA will provide to FHEO and Complainants and concurrently post on DCA's Sandy Website a quarterly report with the following information to track compliance with this Agreement:

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1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.
 2. DCA will report cumulative numbers on of households served by FRM, FRM-PHA and SSNHF including household income as a percentage of area median family income as defined by HUD, the race and ethnicity of the head of the household if available, the household's LEP status, zip code, Census tract, municipality, and county.
 3. DCA will provide updated lists of all projects funded through all infrastructure, small business, economic development, and other programs with municipal location and LMI benefit, and the methodology used to determine that LMI benefit.
 4. DCA will provide total LMI benefit of all projects funded to date.
- D. Simultaneous with its quarterly submission to HUD, DCA will post reports on its Sandy Website containing all data reported in the HUD Disaster Recovery Grant Reporting System (DRGR) with respect to Superstorm Sandy.
- E. Recipients will cooperate with all requests from Complainants and other members of the public pursuant to the New Jersey Open Public Records Act. Nothing contained in this Agreement shall be construed to limit or affect Complainants' or any other parties' rights to request documents pursuant to the New Jersey Open Public Records Act.
- F. DCA shall require all Subrecipients of CDBG-DR funding to collect data that enables timely compliance with this section.
- G. Recordkeeping. During the term of this Agreement, DCA shall maintain the following records and upon request, make these records available for review by the Department. See 24 C.F.R. §§ 570.490, 570.492 and 570.493.
1. DCA shall maintain a monitoring file for each Subrecipient. The file will include: 1) any documentation regarding any LEP guidance or technical assistance provided by the Recipient; and 2) any documentation of Four-Factor Analyses and LAPs, or comparable documents, that were prepared by sub-recipients pursuant to Section VI. of this Agreement.
 2. DCA shall maintain files containing documentation of its efforts to meet the obligations of this Agreement and documentation of the information used to generate any of the reports required pursuant to this Agreement.
 3. DCA shall require all Subrecipients of CDBG-DR funding to retain and provide to DCA all records containing documentation of its efforts to meet the obligations of this Agreement and documentation

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of the information used to generate any of the reports required pursuant to this Agreement.

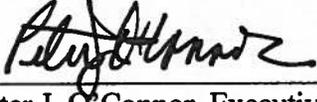
IX. MONITORING AND COMPLIANCE WITH THIS AGREEMENT

- A. The Recipients and Complainants will share information, hold periodic meetings and agree to participate in good faith in special meetings called by any Party to address compliance issues. Complainants agree to provide the Recipients notice of an alleged violation of the Agreement. Within 20 days of the notice the parties agree to meet and confer to discuss the alleged violations raised by Complainants prior to seeking enforcement through court proceedings.
- B. An action by Complainants or any of them for breach of this Agreement may not be commenced until and unless the Recipients have been given written notice specifying the basis for the assertion of a material breach, a reasonable opportunity to cure in accordance with Section 11A, and have failed to cure or take steps to cure. Each party agrees that, in the event of a breach of this Agreement, the harmed party is limited to seeking injunctive relief to compel compliance with this Agreement, and reasonable attorney's fees related to any action to enforce the Agreement. Jurisdiction to enforce the agreement through a civil action by Complainants shall lie in the United States District Court or in New Jersey state court with venue in Superior Court, Law Division, Mercer County or Superior Court, Appellate Division, as applicable.
- C. FHEO will monitor compliance with this Agreement, which may include, but is not limited to: reviewing reports required by this Agreement;; interviewing the Recipients' staff and beneficiaries; conducting on-site reviews; and examining documents. By this Agreement, the Recipients will assure full cooperation with the monitoring review undertaken by the Department and assures it will produce requested data or information in a timely fashion.
- D. Upon a finding of material non-compliance with this Agreement, FHEO will provide the Recipients with a written statement specifying the facts of the alleged material non-compliance and a reasonable opportunity to resolve or cure the alleged material non-compliance including an opportunity to meet and provide evidence supporting compliance. If after the above process, the Recipients have not satisfactorily resolved the claims of material non-compliance, the Department may take any contractual, statutory, administrative or regulatory remedy available to the Department to resolve the outstanding findings of non-compliance, including but not limited to referral to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b) (2) of the Act. The Recipients retain any due process or other rights to review or appeal the Department's determination. It is understood that no conditions in this Agreement, however, will limit or restrict the Department's legal rights to enforce Title VI or other applicable laws and regulations.
- E. Prior to the expiration of any timeframe in this Agreement, the Recipients may submit a request for an extension supported by documentation of good cause. The Department shall review requests for extensions and grant them as a modification to this Agreement if they are reasonable, which shall be in their sole discretion to determine.

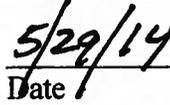
Attachment 1

- F.** Failure by HUD or Complainants to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so regarding to other deadlines and provisions of this Agreement. Furthermore, HUD's or Complainants' failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the Recipient under this Agreement.
- G.** If any section of this Agreement is determined by a court to be in violation of the laws of the State, federal law or regulation, or against public policy, that section shall be severable and the remainder of the Agreement shall continue to operate in full force.
- H.** This Agreement contains the entire Agreement and understanding between the Parties. With respect to this Agreement, no representations, promises, agreements or understandings, written or oral, not herein contained shall be valid or binding unless the same is in writing and signed by the party intended to be bound.
- I.** This Agreement is the result of conciliation negotiations undertaken in good faith and in that regard the rule of contractual construction that an ambiguous term shall be construed against the drafter shall not be employed.
- J.** Each of the Parties represents and warrants to the others that it has had this Agreement reviewed by counsel prior to execution.

X. SIGNATURES



Peter J. O'Connor, Executive Director
FAIR SHARE HOUSING CENTER, COMPLAINANT



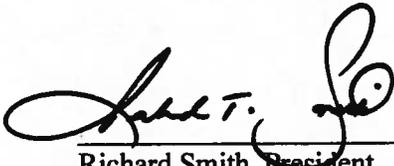
Date

Frank Argote-Freyre

Frank Argote-Freyre, President
LATINO ACTION NETWORK, COMPLAINANT

MAY 29, 2014

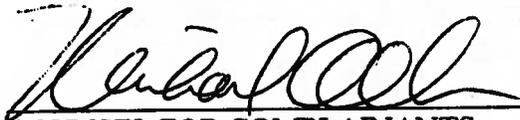
Date



Richard Smith, President
COMPLAINANT NJ STATE CONFERENCE
OF THE NAACP

05.29.2014

Date



COUNSEL FOR COMPLAINANTS

5/29/14

Date

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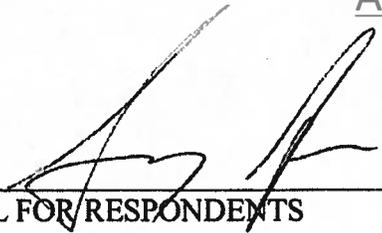
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5-30-14

[RESPONDENT]

Date

Attachment 1



COUNSEL FOR RESPONDENTS

5/30/14

Date

Attachment 1

Sara K. Pratt

OFFICE OF FAIR HOUSING AND EQUAL
OPPORTUNITY

5/30/14
Date

Attachment 2

STATE OF NEW JERSEY • DEPARTMENT OF COMMUNITY AFFAIRS

SUBJECT: Section 3

NUMBER: 2.10.22

EFFECTIVE: June 2013

AMENDED: May 2014

SANDY CDBG-DR

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APPROVAL:



Stacy Bonnaffons
Assistant Commissioner



Timothy Cunningham
Director, Sandy Recovery Division

PURPOSE:

Section 3 of the Housing and Urban Development Act of 1968 is intended to ensure that, to the extent feasible, low- and very low-income persons receive benefit in employment and related economic opportunities when such opportunities are generated by funding from the U.S. Department of Housing and Urban Development (HUD). It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD CDBG-DR funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very-low income residents in connection with construction projects in their neighborhoods.

This amendment specifically **excludes** the following CDBG-DR programs from Section 3 reporting requirements, based on HUD's directive that Section 3 does not apply to private beneficiaries:

- Reconstruction, Rehabilitation, Elevation and Mitigation Program (Pathway B applicants ONLY)
- Landlord Rental Repair Program
- Grants/Forgivable Loans to Small Businesses
- Direct Loans for Small Businesses

I. SECTION 3 APPLICABILITY

Projects for which Section 3 Compliance is Required

Section 3 is triggered when the award of CDBG-DR funds for new construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

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Section 3 requirements that apply to CDBG-DR Programs:

- Section 3 applies to the State of New Jersey, as recipient of HUD funding, as well as to subrecipients receiving HUD funding exceeding \$200,000. Whenever any portion of HUD funding is invested into projects involving housing construction, demolition or rehabilitation, commercial/private improvements for economic development, or other public construction (e.g., roads, sewers, community centers, and public facilities), the requirements of Section 3 may apply, based on the guidance provided below.

Section 3 requirements that apply to CDBG-DR Projects:

In conjunction with construction activity, Section 3 applies to projects that are fully or partially funded with CDBG-DR assistance, including projects that are financed in conjunction with state, local or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. In particular:

- In conjunction with construction activities, Section 3 applies to contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities. Once it is determined that Section 3 applies to a project, the requirements apply to all contracts for construction work arising in connection with that project exceeding \$100,000, including those not funded with CDBG-DR assistance. Contractors or subcontractors are required to comply with the Section 3 regulations in the same manner as the State; and
- “Section 3 covered contract” includes professional service contracts, provided that the work to be performed is generated by the expenditure of funds in furtherance of Section 3 covered work (e.g., housing construction, housing rehabilitation and other public construction), arising in connection with construction projects. Professional service contracts that may constitute Section 3 “covered contracts” include construction contract oversight, engineering, architectural, environmental and property evaluation, construction progress and construction draw inspection and prevailing wage labor compliance.
- Direct beneficiaries (i.e. homeowners, landlords and businesses) are not responsible for meeting Section 3 requirements, as outlined in the bullets above.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete

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covered projects and activities. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required. Recipients are not required to hire or enter into contracts with Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought.

DCA will apply Section 3 criteria and standards to “covered activities” within the following programs: Reconstruction, Rehabilitation, Elevation and Mitigation Program (RREM Pathway C **ONLY**); Restoration of Multi-family Housing; Neighborhood Enhancement (Blight Reduction Pilot) Program; Special Needs Housing Program; and Neighborhood and Community Revitalization Program. Section 3 is not implicated by the remaining CDBG programs detailed in the Action Plan. Descriptions of these programs can be found within the Action Plan submitted to HUD by the State of New Jersey (<http://www.state.nj.us/dca/divisions/sandyrecovery/action/>).

Notably as to the RREM program, Section 3 requirements apply not only to the general construction contractors and subcontractors in the RREM construction pool, but also to the RREM contract construction managers. Section 3 also applies to the contractors hired to assist subrecipients in managing construction-related tasks.

II. SECTION 3 GOALS

The State, its subrecipients and partners will attempt to meet the Section 3 HUD numerical goals found at 24 CFR Part 135.30:

- Thirty percent (30%) of the aggregate number of new hires are Section 3 residents;
 - Ten percent (10%) of the total dollar amount of all covered construction contracts are awarded to Section 3 business concerns; and
 - Three percent (3%) of the total dollar amount of all covered non-construction contracts are awarded to Section 3 business concerns. Non-construction contracts may include, but not be limited to, accounting, payroll, bookkeeping, purchasing, data processing, marketing, printing, environmental, architectural/engineering, and related.
-

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When the State awards CDBG-DR funds to units of local government, nonprofit organizations, subrecipients or other funded entities, the State will require that the minimum numerical goals set forth at 24 CFR Part 135.30 be met for all covered projects or programs. The State will inform its subrecipients and other funded entities of the requirements of Section 3, assist them and their contractors with achieving compliance, and monitor their performance with respect to the Section 3 objectives and requirements.

III. SECTION 3 DEFINITIONS

Section 3 Residents

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person, as further defined, residing in the metropolitan statistical area or non-metropolitan county in which federal funds that implicate Section 3 are expended. HUD established for CDBG-DR in response to Superstorm Sandy that an individual is eligible to be considered a “Section 3 resident” if the annual wages or salary of the person is at, or under, 80% Area Median Income (“AMI”) for a one-person family for the jurisdiction. Local income limits can be obtained from the Department of Community Affairs – Sandy Recovery Unit.

The State recognizes the importance of ensuring that low- and very-low income residents’ benefit from CDBG-DR projects built in their communities. Therefore, contractors are likewise expected to demonstrate, through their implementation actions, that Section 3 eligible residents are included in their hiring goals and are indeed beneficiaries of hiring policies and practices.

Where possible, priority consideration will be given to (in the following order):

- Section 3 residents who live in the neighborhood of the project;
 - Participants in HUD Youthbuild programs; and
 - Other Section 3 residents, including residents of the metropolitan area or non-metropolitan county.
-

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STATE OF NEW JERSEY • DEPARTMENT OF COMMUNITY AFFAIRS

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Section 3 Business Concerns

A Section 3 eligible business concern is a business that can provide evidence it meets one of the following:

- 51 percent (51%) or more of the business is owned by Section 3 residents; or
- At least thirty percent (30%) of the business's 'full-time' employees include persons that are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or
- Evidence, as required, of a commitment by the business to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Where possible, priority consideration will be given to the following businesses (in the following order):

- Section 3 business concerns that provide economic opportunities for Section 3 residents in the neighborhood of the project;
- Applicants selected to carry out HUD Youthbuild programs; and
- Other Section 3 businesses.

IV. SECTION 3 HIRING POLICY

Under the State's Section 3 Policy, subrecipients and other funded entities, including contractors and subcontractors, are contractually obligated to:

1. Conduct aggressive employment outreach to community-based agencies such as community action agencies (*Appendix 8*), local Housing Authorities (*Appendix 9*) and Youthbuild Organizations (*Appendix 10*) for all new hires.
 2. Accept and give preferential employment consideration to referred Section 3 eligible residents who are qualified for the positions available.
-

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3. Provide appropriate employment outreach signage at the project site and throughout the project area to inform low- and very-low neighborhood residents of employment opportunities.
4. Distribute employment outreach flyers throughout the project community and with community based organizations, Housing Authorities and Youthbuild organizations regarding employment opportunities.
5. Contact local Workforce Investment Boards (WIB) to market the availability of jobs. The WIBs may be found at: <http://www.njsetc.net/njsetc/localwib/what/find/>

The State, its subrecipients and other funded entities, including contractors and subcontractors must certify low- and very-low income persons as “Section 3 eligible. “*Appendix 3*” provides a sample certification form. These requirements will also apply to any funded entities, such as “construction contract managers” who are engaged to oversee and manage any CDBG-DR funded projects that are considered “Section 3 covered contracts.”

V. SECTION 3 BUSINESS OPPORTUNITY POLICY

The State is committed to ensuring that designated Section 3-eligible business concerns derive economic benefit from HUD-assisted projects built in their communities. Subrecipients and other funded entities, including contractors and subcontractors are likewise expected to demonstrate that Section 3 certified business concerns are included in the contracting goals and are economic beneficiaries of business and procurement policies and practices. Section 3 eligible business concerns must be given priority in contracting for appropriate work.

The State of New Jersey’s Department of Transportation (DOT) maintains a Disadvantaged and Small Business Programs Unit whose mission is to promote contracting opportunities for small, socially and economically disadvantaged firms. Often, disadvantaged business enterprises will also qualify as Section 3-eligible businesses, and may also qualify as minority- or woman-owned business enterprises.

To be eligible for Disadvantaged Business Enterprise (DBE) certification, the business must be a small business as defined by the Small Business Administration standards, and be 51% owned, and controlled by, one or more socially and economically disadvantaged individuals, based on

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SBA standards and definitions. Further, per U.S. Small Business Administration guidelines, African Americans, Hispanics, Native Americans, Asian-Pacific Islanders, Subcontinent Asian Americans and women are presumed to be socially and economically disadvantaged.

Application processes and materials for businesses wishing to qualify as Disadvantaged Business Enterprises may be accessed at

<http://www.state.nj.us/transportation/business/civilrights/dbe.shtm>

The State, its subrecipients and other funded entities, including contractors and subcontractors are strongly encouraged to make contracting opportunities (both construction and non-construction) available to Section 3-qualifying DBEs.

The New Jersey Department of Transportation maintains the New Jersey Unified Certification Program Directory, through which potential Section 3-qualifying businesses may be contacted and provided the opportunity to bid or otherwise respond to requests for proposal, requests for qualifications, bid on contracts, and/or be identified as subcontractors by contractors seeking to meet the Section 3 numeric goals. The directory can be searched by business name, business description (i.e., “lead-based paint abatement”), SIC or NAICS Code, specialty code, or NGIP code. The directory may be accessed on-line at <http://www.njucp.net/>

In addition to utilizing the DBE directory, the State, its subrecipients and other funded entities, including contractors and subcontractors will also be encouraged to provide information regarding Section 3 employment and training opportunities through outreach to local, state and county organizations. (See Appendix 8 – List of Organizational Resources).

The State, its subrecipients and other funded entities, including contractors and subcontractors must document outreach efforts related to Section 3-eligible business concerns. The State, its subrecipients and other funded entities, including contractors and subcontractors must also certify businesses/subcontractors as “Section 3 eligible.” See *Appendix 4* for a certification to be submitted by a business indicating its Section 3 status. Further, as a condition for receiving an award, each subrecipient must sign a Section 3 Certification, if such award exceeds \$200,000 (*Appendix 5*).

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VI. REQUIRED CONTRACT LANGUAGE AND CERTIFICATION OF BIDDER(S)

The State, its subrecipients, other funded entities and covered contractors are required to notify potential contractors/subcontractors of the Section 3 requirements, and must incorporate the Section 3 clause in all solicitations and contracts (*Appendix 1*). Further, for covered contracts exceeding \$100,000, the State, its subrecipients and/or those contractors contracting directly with an agency or authority of the state must obtain the certification of bidder (*Appendix 6*).

VII. ADDITIONAL OUTREACH AND TRAINING EFFORTS

The State also recognizes that outreach, training and education are critical components of a successful Section 3 strategy. Examples of such activities, as well as examples of Section 3 approaches, are described in *Appendix 2*.

VIII. DOCUMENTING SECTION 3 EFFORTS

The State will complete and submit quarterly reports on Section 3 projects using the HUD Form 600002 (See *Appendix 7* for report form). The State will require its subrecipients and other funded entities, including contractors, to complete and submit quarterly reports on Section 3 projects using the HUD Form 600002. Reports will be due within one week of the end of each calendar quarter. Reports shall be submitted to:

Department of Community Affairs
Sandy Recovery Division
Monitoring and Compliance Office – 6th Floor
101 S. Broad Street
Trenton, New Jersey 08625-0800

The State will submit the annual Section 3 report to HUD. All reports shall be submitted on HUD Form 60002. An additional copy of the annual HUD Form 60002 will be submitted to FHEO at the time of the CAPER submission.

The State will take steps to receive and maintain records to document compliance with the Section 3 program objectives. Such records will include specific information and documentation

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to demonstrate whether the numerical goals were met and that a subrecipient, other funded entity, including contractors and subcontractors have carried out their responsibilities properly.

IX. ENFORCEMENT – COMPLIANTS AND COMPLIANCE REVIEWS (PURSUANT TO SECTION 135.76)

Any Section 3 resident or business may file a complaint alleging noncompliance with Section 3 by a subrecipient, other funded entity, including contractors, and subcontractors. Complaints will be investigated by the Director of the Sandy Recovery Unit or his designee; if appropriate, voluntary resolutions will be sought.

The complainant shall have appeal rights to the Secretary of the U.S. Department of Housing and Urban Development concerning any agency decision. Section 3 residents and businesses may also seek judicial relief. Complaints must be submitted to HUD within one hundred and eighty (180) days of the action or omission upon which the complaints based. Complaints are to be filed in writing to the local FHEO office or the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW, Room 5100, Washington, DC 20410-2000

A written complaint must contain:

- Name and address of the person filing the complaint;
- Name and address of the subject of complaint (HUD Recipient or Contractor);
- Description of acts or omissions in alleged violation of Section 3; and
- Statement of corrective actions sought.

Written complaints should be filed with:

Gabrielle N. Gallagher
Director, Legal and Regulatory Affairs
State of New Jersey
Department of Community Affairs
Office of the Commissioner

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101 South Broad Street
P.O. Box 800
Trenton, New Jersey 08625-0800

Upon receipt of a written complaint the Director of Legal and Regulatory Affairs will designate person(s) to investigate the specific allegations of the complaint and render a finding. If it is determined that the (subrecipient/contractor/subcontractor) has functioned in such a manner as to breach the contractual obligations of the approved Section 3 Plan, the Director of Legal and Regulatory Affairs will notify the Commissioner of the Department of Community Affairs of such findings and of the corrective measures that will be required. The Commissioner will respond to the complainant.

State's complaint process:

Any Section 3 resident or business may file a complaint alleging noncompliance with Section 3 by a recipient, contractor, or subcontractor. Complaints will be investigated by the Director of Legal and Regulatory Affairs.

X. SCOPE OF SECTION 3 POLICY

This document describes the steps to be taken by the State, in connection with the use of CDBG funds, to comply with Section 3 of the Housing and Community Development Act of 1968 (as amended, 12 U.S.C. 1701u). For purposes of Section 3 compliance, nothing in this document should be construed to neither expand the scope of Section 3 nor constitute an agreement by the State to undertake processes or procedures beyond those required to satisfy Section 3.

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Appendix 1 - Contract Clause for Covered Contracts

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than

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those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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Appendix 2 -- Additional Resources & Examples

HUD Section 3 webpage -

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3#.Tp2zTKTjtfw.favorites

Section 3 Federal Register Notice

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

Example Efforts to Offer Training and Employment

Opportunities to Section 3 Residents

- Entering into "first source" hiring agreements with organizations representing Section 3 residents.
 - Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
 - Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
 - Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
 - Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For Housing Authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
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- Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
 - Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a Housing Authority or contractor representative or representatives at a location in the housing development or developments where Category 1 or Category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
 - Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Category 1 or Category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
 - Arranging for a location in the housing development or developments where Category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
 - Conducting job interviews at the housing development or developments where Category 1 or Category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
 - Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Housing Authority's or contractor's training and employment positions.
 - Consulting with State and local agencies administering training or workforce development programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
 - Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
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- Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in 24 CFR Part 135), that will undertake, on behalf of the Housing Authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the Housing Authority or contractor intends to fill.
- For a Housing Authority employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- Undertaking job counseling, education and related programs in association with local educational institutions.
- Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Example Efforts to Award Contracts to Section 3 Business Concerns

- Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
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- In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
 - Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
 - Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
 - For a Housing Authority, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying Category 1 and Category 2 business concerns.
 - Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
 - Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
 - Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
 - Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
 - Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
 - Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery
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schedules in ways to facilitate the participation of Section 3 business concerns.

- Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
 - Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
 - Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
 - Developing a list of eligible Section 3 business concerns.
 - For Housing Authorities participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
 - Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
 - Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
 - Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
 - Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
 - Actively supporting joint ventures with Section 3 business concerns.
 - Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.
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Examples Procurement Procedures That Provide for

Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the Section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

- (1) Small Purchase Procedures. For Section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) Solicitation.

- (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the Section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

- (B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three (3) qualified sources in order to promote competition. Fewer than three (3) quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three (3) quotations.

(ii) Award.

- (A) Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than ten (10%) percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business
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concern is within ten(10%) percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

- (B) Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15% to 25% of the total number of available rating points to be set aside for the provision of preference for Section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.
- (2) Procurement by sealed bids (Invitations for Bids). Preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:
- (i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid--
- (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- (B) is not more than ``X" higher than the total bid price of the lowest responsive bid from any responsible bidder. ``X" is determined as follows:
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(C)

| If the Lowest Bid is | | X = lesser of | |
|----------------------|---------------|---------------|-----------|
| At Least | But Less Than | | |
| \$100,000 | N/A | 10% | \$9,000 |
| \$100,000 | \$200,000 | 9% | \$16,000 |
| \$200,000 | \$300,000 | 8% | \$21,000 |
| \$300,000 | \$400,000 | 7% | \$24,000 |
| \$400,000 | \$500,000 | 6% | \$25,000 |
| \$500,000 | \$1,000,000 | 5% | \$40,000 |
| \$1,000,000 | \$2,000,000 | 4% | \$60,000 |
| \$2,000,000 | \$4,000,000 | 3% | \$80,000 |
| \$4,000,000 | \$7,000,000 | 2% | \$105,000 |
| \$7,000,000 | | 1.5% | |

(ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).

For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(i) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15% to 25% of the total number of available points to be set aside for the evaluation of these two components.

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- (ii) The component of this evaluation factor designed to address the preference for Section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR Part 135.36.
 - (iii) With respect to the second component (the acceptability of the Section 3 strategy), the RFP shall require the disclosure of the contractor's Section 3 strategy to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.
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Appendix 3 – Sample Section 3 Resident Certification Form

RESIDENT EMPLOYMENT OPPORTUNITY DATA

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR Part 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____
_____ and meet the income eligibility guidelines for a
low- or very-low-income person.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- | | |
|---|--|
| <input type="radio"/> Copy of lease | <input type="radio"/> Copy of receipt of public assistance |
| <input type="radio"/> Copy of Evidence of participation | <input type="radio"/> Other evidence |

(signature)

(Date)

Printed name

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SECTION 3 INCOME LIMITS

All residents of public housing developments of the

_____ Housing Authority qualify as Section 3 residents.

Additionally, individuals residing in the _____ (City/County) of _____

who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Eligibility Guideline

| Number in Household | Very Low Income | Low Income |
|---------------------|-----------------|------------|
| 1 individual | | |
| 2 individuals | | |
| 3 individuals | | |
| 4 individuals | | |
| 5 individuals | | |
| 6 individuals | | |
| 7 individuals | | |
| 8 individuals | | |

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Appendix 4 – Sample Certification, Section 3 Business

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Copy of receipt of public assistance
- Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief function statement
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
 - PHA/IHA Residential lease less than 30 days from date of employment
 - List of employees claiming Section 3 status
 - Other evidence of Section 3 status less than 3 years from day of years employment
-

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Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

(Corporate Seal)

Authorizing Name and Signature

Attested by: _____

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Appendix 5 - Section 3 Certification for Subrecipients Receiving More than \$200,000

Certification Regarding Section 3 of the Housing and Urban Development

Act of 1968, 24 CFR Part 135

In accordance to Section 3 requirements for awards exceeding \$200,000, the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- Will ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
 - Will ensure that notices about funding availability and for competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded exceeds \$200,000, the notice must include a statement that one of the purposes of the assistance is to give job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 business concerns. In addition, if the above threshold is met the requirements also apply to contractor and subcontractor contracts that exceed \$100,000 (see "HUD Section 3" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>).
 - Will ensure the use of the Section 3 clause in all covered contracts
 - Will collect information, document actions taken and submit cumulative reports at least annually while the program is underway as required by the NJ CDBG-DR Sandy Recovery Division.
-

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The applicant agrees that by submitting this certification, it will obtain from all its sub-grantees and contractors a certification that includes paragraphs (a) to (d) above as required.

| |
|--|
| Name of Agency: |
| Name and Title of Official Signing for Agency: |
| Signature of the Above Official: <div style="text-align: right;">Date Signed:</div> |

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Appendix 6 – Certification of Bidder

**CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Prime Contractor: _____

Project Name: _____

The undersigned hereby certifies that

(a) Section 3 provisions are included in the Contract.

(b) If contract equals or exceeds \$100,000, HUD form 60002 will be submitted within one week of the end of each calendar quarter, as well as with the final pay estimate.

(c) No segregated facilities will be maintained.

Signature

Name & Title of Signer (Print or Type)

Date

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Appendix 7 – HUD Form 60002

http://www.mhdc.com/rental_production/section3/documents/ftp/Form_60002_Summary_Report.pdf

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Part II: Contracts Awarded

1. Construction Contracts:

| | | |
|---|----|---|
| A. Total dollar amount of all contracts awarded on the project | \$ | |
| B. Total dollar amount of contracts awarded to Section 3 businesses | \$ | |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | | % |
| D. Total number of Section 3 businesses receiving contracts | | |

2. Non-Construction Contracts:

| | | |
|--|----|---|
| A. Total dollar amount of all non-construction contracts awarded on the project/activity | \$ | |
| B. Total dollar amount of non-construction contracts awarded to Section 3 businesses | \$ | |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | | % |
| D. Total number of Section 3 businesses receiving non-construction contracts | | |

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative.

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Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 8 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 6. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities**Block 1: Construction Contracts**

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

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Appendix 8 – List of Organizational Resources

ATLANTIC, CAPE MAY COUNTIES

Atlantic Human Resources

One South New York Avenue – Suite 303
Atlantic City, NJ 08401

Executive Director: Joseph E. Gaynor

Telephone Number: (609) 348-4132
Facsimile Number: (609) 345-5750

BERGEN COUNTY

Bergen County Community Action Program

241 Moore Street
Hackensack, NJ 07601

Executive Director: Robert Halsch

Telephone Number: (201) 342-5189
Facsimile Number: (201) 342-9339

BURLINGTON COUNTY

Burlington County Community Action Program, Inc.

718 Route 130 South
Burlington, NJ 08016

Executive Director: Silas Townsend, Ph.D.

Telephone Number: (609) 386-5800
Facsimile Number: (609) 386-7380

CAMDEN COUNTY

Camden Council on Economic Opportunity

538 Broadway
Camden, NJ 08103

Executive Director: Arnold Byrd

Telephone Number: (856) 964-6887
Facsimile Number: (856) 964-0428

CUMBERLAND, GLOUCESTER & SALEM COUNTIES

Tri-County Community Action Agency

110 Cohansey Street
Bridgeton, NJ 08302

President/CEO: Albert Kelly

Telephone Number: (856) 451-6330
Facsimile Number: (856) 455-7288

ESSEX COUNTY

Essex County, excluding the city of Newark

Essex County Division of Community Action
50 South Clinton Street
East Orange, NJ 07018

Division Director: Benjamin Amos

Telephone Number: (973) 395-8350
Facsimile Number: (973) 395-8433

City of Newark / United Community Corporation

31 Fulton Street
Newark, NJ 07102

Executive Director: Craig Rogers

Telephone Number: (973) 642-0181
Facsimile Number: (973) 621-5453

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HUDSON COUNTY

City of Bayonne

Bayonne Economic Opportunity Foundation
555 Kennedy Boulevard / P.O. Box 1032
Bayonne, NJ 07002

Executive Director: Eleanor Tiefenwerth

Telephone Number: (201) 437-7222
Facsimile Number: (201) 437-2810

City of Jersey City

Jersey City Division of Community Development
30 Montgomery Street – Room 404
Jersey City, NJ 07302

Director: Darice Bell

Telephone Number: (201) 547-6910
Facsimile Number: (201) 220-3803

North Hudson Community Action Corporation

Hudson County excluding cities of Bayonne, Hoboken and Jersey City
5301 Broadway
West New York, NJ 07093

President/CEO: Christopher F. Irizarry

Telephone Number: (201) 866-2388
Facsimile Number: (201) 330-3803

City of Hoboken

Hoboken Organization Against Poverty & Economic Stress (HOPES)
124 Grand Street
Hoboken, NJ 07030

Executive Director: Ora Welch

Telephone Number: (201) 656-3713
Facsimile Number: (201) 653-8213

HUNTERDON, MORRIS, SUSSEX & WARREN COUNTIES

NORWESCAP NJ Community Action Program

350 Marshall Street
Phillipsburg, NJ 08865

Executive Director: Terry Newhard

Telephone Number: (908) 454-7000
Facsimile Number: (908) 859-0729

MERCER COUNTY

Mercer County Division of Community Services

Mercer County excluding city of Trenton
County Administration Building
640 South Broad Street
Trenton, NJ 08611

Program Director: Michael Mattaliano

Telephone Number: (609) 989-6964
Facsimile Number: (609) 989-6032

New Jersey Association on Corrections

986 South Broad Street
Trenton, NJ 08611

Executive Director: James Hemm

Telephone Number: (609) 396-8900
Facsimile Number: (609) 396-8999

United Progress, Incorporated

City of Trenton
162 West State Street / P.O. Box 10
Trenton, NJ 08601

Executive Director: Leslie Dona

Telephone Number: (609) 392-2161
Facsimile Number: (609) 392-2166

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MIDDLESEX COUNTY

Puerto Rican Action Board

90 Jersey Avenue
New Brunswick, NJ 08901

Executive Director: Mario Vargas

Telephone Number: (732) 828.4510
Facsimile Number: (732) 828.4546

Jewish Renaissance Foundation

149 Kearney Avenue
Perth Amboy, NJ 08861

CEO: Alexandra Mansonet-Cross

Telephone: 732.324.2114
Facsimile Number: 732.324.0256

MONMOUTH

Check-Mate, Inc.

910 Fourth Avenue
Asbury Park, NJ 07712

Executive Director: Georgia Berry

Telephone Number: (732) 774-3100
Facsimile Number: (732) 774-3220

OCEAN COUNTY

Ocean Community for Economic Action Now, Inc.

40 Washington Street - P.O. Box 1029
Toms River, NJ 08754

Executive Director: Theodore Gooding

Telephone Number: (732) 244-2333
Facsimile Number: (732) 349-4227

PASSAIC COUNTY

Passaic County Human Services

Passaic County excluding cities of Paterson and Passaic
401 Grand Street – Room 417
Paterson, NJ 07505

**Director of Human Services:
Pamela Owen**

Telephone Number: (973) 881-4278
Facsimile Number: (973) 881-2733

Paterson Task Force for Community Action, Incorporated

City of Paterson
9 Colt Street
Paterson, NJ 07505

Executive Director: Rev. Ronald Tuff

Telephone Number: (973) 279-2333
Facsimile Number: (973) 279-2334

United Passaic Organization

City of Passaic
41 Myrtle Avenue
Passaic, NJ 07055

Executive Director: Ed Lyons

Telephone Number: (973) 472-2478
Facsimile Number: (973) 472-5474

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SOMERSET COUNTY

Somerset County Action Program

429 Lewis Street / P.O. Box 119
Somerset, NJ 08875-0119

Executive Director: Isaac Dorsey

Telephone Number: (732) 846-8888
Facsimile Number: (732) 846-7569

UNION COUNTY

Plainfield Action Services

City of Plainfield
510 Watchung Avenue
Plainfield, NJ 07060

Executive Director: Al Restaino

Telephone Number: (908) 753-3233
Facsimile Number: (908) 753-3540

Union County Department of Human Services

Union County Administration Building – 4th Fl.
Division of Planning
Elizabeth, NJ 07207

Director: Trisha Stone

Telephone Number: (908) 558-2290
Facsimile Number: (908) 558-2562

STATEWIDE

New Jersey Community Action Association

227 East Hanover Street
Trenton, NJ 08608

CEO: Wayne R. Griffith

Telephone Number: (609) 392-1110
Facsimile Number: (609) 392-1397

Comite de Apoyo a los Trabajadores

Agrícolas (CATA)
4 South Delsea Drive / P.O. Box 510
Glassboro, NJ 08028

Executive Director: Nelson Carrasquillo

Telephone Number: (856) 881-2507
Facsimile Number: (856) 881-2027

The African-American Chamber of Commerce of New Jersey

110 West State Street, Suite 3B
Trenton, NJ 08608
(609) 571-1620

The Statewide Hispanic Chamber of Commerce of New Jersey

One Gateway Center, Suite 2409
Newark, NJ 07102
(973) 900-5886

The New Jersey Chamber of Commerce

216 West State Street
Trenton, NJ 08608
(609) 989-7888

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Appendix 9 - Housing Authorities

Asbury Park HA
Phone: (732)774-2660
Fax: (732)774-0643

1000 1/2 3rd Avenue
Asbury Park
NJ 07712

[Atlantic City Housing Authority](#)
Phone: (609)344-1107
Fax: (609)344-1015

227 N Vermont Avenue
Atlantic City
NJ 08401

[Bayonne HA](#)
Phone: (201)339-8700
Fax: (201)339-1766

549 Avenue A
PO Box 277
Bayonne
NJ 07002

[Berkeley HA](#)
Phone: (732)269-2312
Fax: (732)269-7709

44 Frederick Drive
Bayville
NJ 08721

[Belmar HA](#)
Phone: (732)681-1795
Fax: (732)530-1739

710 8th Avenue
Belmar
NJ 07719

[Warren County HA](#)
Phone: (908)475-3989
Fax: (908)475-8637

415 Front Street
Belvidere
NJ 07823

Beverly HA
Phone: (609)387-0250
Fax: (609)387-7349

100 Magnolia Street
Beverly
NJ 08010

[Bloomfield HA](#)
Phone: (973)680-4035
Fax: (973)680-4510

1 Municipal Plaza
Room 200
Bloomfield
NJ 07003

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[Boonton HA](#)
Phone: (973)335-0846
Fax: (973)335-0955

125 Chestnut Street
Boonton
NJ 07005

Brick HA
Phone: (732)920-9400
Fax: (732)920-7604

165 Chambers Bridge Road
Brick Town
NJ 08723

[Bridgeton HA](#)
Phone: (856)451-4454
Fax: (856)451-0226

110 E. Commerce Street
Bridgeton
NJ 08302

[Burlington HA](#)
Phone: (609)386-0246
Fax: (609)386-2465

800 Walnut Street
Burlington
NJ 08016

[Camden HA](#)
Phone: (856)968-2700
Fax: (856)964-8610

2021 Watson Street
2nd Floor
Camden
NJ 08105

[Cape May HA](#)
Phone: (609)884-8703
Fax: (609)884-9028

639 Lafayette Street
Cape May
NJ 08204

Carteret HA
Phone: (732)541-6800
Fax: (732)541-2867

96 Roosevelt Avenue
Carteret
NJ 07008

[Cherry Hill HA](#)
Phone: (856)432-8706
Fax: (856)661-4746

820 Mercer Street
PO Box 5002
Cherry Hill
NJ 08034

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[Clementon Housing Authority](#)

Phone: (856)784-1134

Fax: (856)784-1324

22 Gibbsboro Road

Clementon

NJ 08021

[Cliffside Park HA](#)

Phone: (201)941-0655

Fax: (201)941-4038

500 Gorge Road

Cliffside Park

NJ 07010

[Clifton HA](#)

Phone: (973)470-5846

Fax: (973)471-1837

City Hall

900 Clifton Avenue

Clifton

NJ 07013

[Collingswood HA](#)

Phone: (856)854-1077

Fax: (856)854-8283

30 Washington Avenue

Collingswood

NJ 08108

[Gloucester County HA](#)

Phone: (856)845-4959

Fax: (856)348-9044

100 Pop Moylan Boulevard

Deptford

NJ 08096

[Dover HA](#)

Phone: (973)361-9444

Fax: (973)361-6204

215 E Blackwell Street

Dover

NJ 07801

[East Orange HA](#)

Phone: (973)766-8896

Fax: (973)766-8797

160 Halsted Street

East Orange

NJ 07018

[Edgewater HA](#)

Phone: (201)943-6000

Fax: (201)943-0416

300 Undercliff Avenue

Edgewater

NJ 07020

[Edison HA](#)

Phone: (908)561-2525

Fax: (908)561-7517

14 Rev. Samuel Carpenter Boulevard

Edison

NJ 08820

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[Elizabeth HA](#)

Phone: (908)965-2400

Fax: (908)965-0026

688 Maple Avenue

Elizabeth

NJ 07202

[Union County HA](#)

Phone: (908)527-4227

Fax: (908)352-3980

1 Elizabethtown Plaza 5th Floor

Administration Building

Elizabeth

NJ 07207

[Englewood HA](#)

Phone: (201)871-3451

Fax: (201)871-5908

111 West Street

Englewood

NJ 07631

[Bergen County HA](#)

Phone: (201)569-7454

Fax: (201)569-8074

25 Rockwood Place

Suite 205

Englewood

NJ 07631

[Hunterdon County HA](#)

Phone: (908)788-1336

Fax: (908)806-4896

PO Box 2900

Flemington

NJ 08822

[Florence HA](#)

Phone: (609)499-0575

Fax: (609)499-0888

620 W. Third & Eyre Street

Florence

NJ 08518

Fort Lee HA

Phone: (201)947-7400

Fax: (201)947-9710

1403 Teresa Drive

Fort Lee

NJ 07024

[Cec](#)

Phone: (732)780-1175

Fax: (732)780-8977

11 Spring Street

Freehold

NJ 07728

[CSPNJ](#)

Phone: (732)780-1175

Fax: (732)780-8977

11 Spring Street

Freehold

NJ 07728

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[Monmouth County](#)

Phone: (732)431-6027

Fax: (732)431-6267

PO Box 3000

Freehold

NJ 07728

Freehold HA

Phone: (732)462-2421

Fax: (732)409-7075

107 Throckmorton Street

Freehold

NJ 07728

Garfield HA

Phone: (973)340-4170

Fax: (973)772-7804

71 Daniel P Conte Court

Garfield

NJ 07026

[Glassboro HA](#)

Phone: (856)881-5211

Fax: (856)696-0481

737 Lincoln Blvd.

Glassboro

NJ 08028

[Gloucester City HA](#)

Phone: (856)456-5772

Fax: (856)456-6894

101 Market Street

Gloucester City

NJ 08030

[Guttenberg HA](#)

Phone: (201)861-0900

Fax: (201)861-4521

6900 Broadway

Guttenberg

NJ 07093

Hackensack HA

Phone: (201)342-4280

Fax: (201)342-5044

65 First Street

Hackensack

NJ 07061

Hamilton Township HA

Phone: (609)890-3675

Fax: (609)890-3532

2090 Greenwood Avenue

PO Box 00150

Hamilton

NJ 08650

[Harrison HA](#)

Phone: (973)483-1488

Fax: (973)483-4277

Harrison & Schuyler Avenue

Harrison

NJ 07029

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[Highland Park HA](#)
Phone: (732)572-4420
Fax: (732)985-6485

242 S 6th Avenue
Highland Park
NJ 08904

[Highlands HA](#)
Phone: (732)872-2022
Fax: (732)291-8743

215 Shore Drive
Highlands
NJ 07732

Hightstown HA
Phone: (609)448-2268
Fax: (609)426-9440

131 Rogers Avenue
Hightstown
NJ 08520

[Hoboken HA](#)
Phone: (201)798-0370
Fax: (201)798-0164

400 Harrison Street
Hoboken
NJ 07030

Irvington HA
Phone: (973)375-2121
Fax: (973)375-4581

101 Union Avenue
Irvington
NJ 07111

Jersey City Episcopal CDC
Phone: (201)209-9301
Fax:

779 Bergen Avenue
Jersey City
NJ 07306

[Jersey City Housing Authority](#)
Phone: (201)706-4601
Fax: (201)706-4802

400 U.S. Highway #1 (Marion Gardens)
Building #7
Jersey City
NJ 07306

[Keansburg HA](#)
Phone: (732)787-6151
Fax: (732)787-5204

Church
Keansburg
NJ 07734

[Lakewood Housing Authority](#)
Phone: (732)364-1300
Fax: (732)367-3299

317 Sampson Avenue
Lakewood
NJ 08701

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[Lakewood Rap](#)

Phone: (732)367-0660

Fax: (732)367-6645

600 West Kennedy Boulevard

PO Box 856

Lakewood

NJ 08701

[Linden Housing Authority](#)

Phone: (908)298-3820

Fax: (908)298-6990

1601 Dill Avenue

Linden

NJ 07036

[Lodi Housing Authority](#)

Phone: (973)470-3650

Fax: (973)778-1429

50 Brookside Avenue

Lodi

NJ 07644

Long Branch HA

Phone: (732)222-3747

Fax: (732)222-7501

Garfield Court

Long Branch

NJ 07740

Madison HA

Phone: (973)377-0258

Fax: (973)377-5237

24 Central Avenue

Madison

NJ 07940

[Manville HA](#)

Phone: (908)725-8943

Fax: (908)231-0955

325 Main Street

Manville

NJ 08835

[Middletown Housing Authority](#)

Phone: (732)671-2990

Fax: (732)671-4828

1 Oakdale Drive

Middletown

NJ 07748

[Millville HA](#)

Phone: (856)825-8860

Fax: (856)825-5283

1153 Holly Berry Lane

PO Box 803

Millville

NJ 08332

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Buena HA
Phone: (856)697-4852
Fax: (856)697-2642

600 Central Avenue
Minotola
NJ 08341

[Montclair HA](#)
Phone: (973)509-4936
Fax: (973)509-4946

205 Claremont Avenue
Montclair
NJ 07042

[Morristown HA](#)
Phone: (973)292-4186
Fax: (973)292-4156

31 Early Street
Morristown
NJ 07960

[Morris County HA](#)
Phone: (973)540-0389
Fax: (973)540-1914

99 Ketch Road
Morristown
NJ 07960

[Burlington County HA](#)
Phone: (609)261-1000
Fax: (609)261-0737

795 Woodlane Road
Mount Holly
NJ 08060

[Neptune HA](#)
Phone: (732)774-7692
Fax: (732)774-9456

1810 Alberta Avenue
Neptune
NJ 07753

Middlesex County
Phone: (732)745-3025
Fax: (732)745-4117

Administration Building
John F. Kennedy Square
New Brunswick
NJ 08910

[New Brunswick HA](#)
Phone: (732)745-5157
Fax: (732)253-7799

7 Van Dyke Avenue
New Brunswick
NJ 08901

[Newark HA](#)
Phone: (973)273-6600
Fax: (973)273-6636

500 Broad Street
Newark
NJ 07102

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[Newton HA](#)

Phone: (973)383-5191

Fax: (973)383-1181

32 Liberty Street

Newton

NJ 07860

North Bergen HA

Phone: (201)868-8605

Fax: (201)295-3098

6121 Grand Avenue

North Bergen

NJ 07047

[Ocean City H A](#)

Phone: (609)399-1062

Fax: (609)399-7590

204 Fourth Street

Ocean City

NJ 08226

[Old Bridge HA](#)

Phone: (732)607-6383

Fax: (732)679-0894

2000 Route 18 North

Suite 100

Old Bridge

NJ 08857

[Orange Housing Authority](#)

Phone: (973)675-1250

Fax: (973)675-6843

340 Thomas Boulevard

Orange

NJ 07050

[Passaic HA](#)

Phone: (973)365-6330

Fax: (973)365-0017

52 Aspen Place

Passaic

NJ 07055

[Paterson DCD HA](#)

Phone: (973)345-5650

Fax: (973)977-9085

Housing Authority of the City of Paterson

60 Van Houten Street

Paterson

NJ 07505

[Passaic County HA](#)

Phone: (973)881-4369

Fax: (973)684-0317

401 Grand Street

Paterson

NJ 07505

[Paterson HA](#)

Phone: (973)345-5650

Fax: (973)977-9085

60 Van Houten Street

Paterson

NJ 07505

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[Penns Grove HA](#)

Phone: (856)299-0101

Fax: (856)299-6736

Penn Towers South
40 South Broad Street
Penns Grove
NJ 08069

[Pennsauken HA](#)

Phone: (856)663-0514

Fax: (856)665-6641

2400 Bethel Avenue
Pennsauken
NJ 08109

[Perth Amboy HA](#)

Phone: (732)826-3110

Fax: (732)826-3111

881 Amboy Avenue
Perth Amboy
NJ 08862

[Phillipsburg HA](#)

Phone: (908)859-0122

Fax: (908)859-1574

530 Heckman Street
Phillipsburg
NJ 08865

[Phillipsburg DCD](#)

Phone: (908)454-5500

Fax: (908)213-9214

675 Corliss Avenue
Phillipsburg
NJ 08865

Plainfield HA

Phone: (908)769-6335

Fax: (908)753-2232

510 E Front Street
Plainfield
NJ 07060

[Pleasantville HA](#)

Phone: (609)646-3023

Fax: (609)272-1405

156 N Main Street
Pleasantville
NJ 08232

Princeton HA

Phone: (609)924-3448

Fax: (609)924-1663

50 Clay Street
Princeton
NJ 08542

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[Rahway HA](#)
Phone: (732)499-0066
Fax: (732)499-0070

165 E Grand Avenue
Rahway
NJ 07065

[Red Bank HA](#)
Phone: (732)741-1808
Fax: (732)741-0104

52 Evergreen Terrace
Red Bank
NJ 07701

Salem HA
Phone: (856)935-5022
Fax: (856)935-5290

205 7th Street
Salem
NJ 08079

[Sayreville HA](#)
Phone: (732)721-8044
Fax: (732)721-0062

650 Washington Road
Sayreville
NJ 08872

[Secaucus HA](#)
Phone: (201)867-2957
Fax: (201)867-9113

700 County Avenue
Secaucus
NJ 07094

Franklin HA
Phone: (732)545-9430
Fax: (732)545-3667

25 Parkside Street
Somerset
NJ 08873

Somerville HA
Phone: (908)725-2300
Fax: (908)725-2859

25 West End Avenue
Somerville
NJ 08876

[South Amboy HA](#)
Phone: (732)721-1831
Fax: (732)721-0377

250 S Broadway
South Amboy
NJ 08879

[Summit HA](#)
Phone: (908)273-6413
Fax: (908)273-3618

512 Springfield Avenue
Summit
NJ 07901

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[NJ HMFA](#)

Phone: (609)278-7400

Fax: (609)278-1173

637 South Clinton Avenue

PO Box 18550

Trenton

NJ 08650

[NJ DCA](#)

Phone: (609)292-4080

Fax: (609)633-8084

101 South Broad Street

PO Box 051

Trenton

NJ 08625

Trenton HA

Phone: (609)278-5042

Fax: (609)599-9827

875 New Willow Street

Trenton

NJ 08638

Union Township HA

Phone: (973)761-0059

Fax: (973)761-0086

1976 Morris Avenue

Union

NJ 07083

[Union City HA](#)

Phone: (201)864-1515

Fax: (201)864-7163

3911 Kennedy Boulevard

Union City

NJ 07087

[Vineland HA](#)

Phone: (856)691-4099

Fax: (856)691-8404

191 W Chestnut Avenue

Vineland

NJ 08360

[Weehawken HA](#)

Phone: (201)348-4188

Fax: (201)348-4457

525 Gregory Avenue

Weehawken

NJ 07086

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[West New York HA](#)

Phone: (201)868-6100

Fax: (201)868-3393

6100 Adams Street

West New York

NJ 07093

West Orange HA

Phone: (973)325-4107

Fax: (973)325-6359

66 Main Street

West Orange

NJ 07052

[Haddon HA](#)

Phone: (856)854-3700

Fax: (856)854-7122

25 Wynnewood Avenue

Westmont

NJ 08108

[Wildwood HA](#)

Phone: (609)729-0220

Fax: (609)729-4168

3700 New Jersey Avenue

Wildwood

NJ 08260

[Woodbridge HA](#)

Phone: (732)634-2750

Fax: (732)634-8421

20 Bunns Lane

Woodbridge

NJ 07095

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Appendix 10 – Youthbuild Organizations

| | | | |
|---|--|-------------------------------|--------------------|
| ASPIRA, Inc. of New Jersey | | Vineland | NJ |
| Great Falls YouthBuild | New Jersey Community Development Corporation | Paterson | NJ |
| Housing Authority of the City of Camden | | Camden | NJ |
| Isles YouthBuild | Isles, Inc. | Trenton | NJ |
| Passaic YouthBuild | St. Paul's Community Development Corporation | Paterson | NJ |
| YouthBuild Atlantic City | Atlantic City Boys & Girls Club | Atlantic City | NJ |
| YouthBuild Elizabeth | Brand New Day CDC | Elizabeth | NJ |
| YouthBuild Hudson | Catholic Charities of Archdiocese of Newark | Jersey City | NJ |
| YouthBuild Newark | | Newark | NJ |

Attachment 3

STATE OF NEW JERSEY • DEPARTMENT OF COMMUNITY AFFAIRS

SUBJECT: Disadvantaged, Minority-Owned, Women-Owned and Veteran Owned Businesses

NUMBER: 2.10.21

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APPROVAL:



Stacy Bonaffons
Assistant Commissioner



Timothy Cunningham
Director, Sandy Recovery Division

PURPOSE:

To ensure that small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses can compete for and win a fair share of the contracts that are awarded by the Department of Community Affairs, its sub recipients and contractors receiving funding under the CDBG-DR program.

This policy is revised to clarify State of New Jersey reporting requirements. A form to capture data on small and veteran-owned businesses will be incorporated into SIROMS to capture the additional data, not already included in HUD Form 2516.

POLICY:

The Department of Community Affairs and sub recipients utilizing CDBG-DR funds will take all necessary affirmative steps to ensure that contracting opportunities are provided to small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses and labor surplus area firms (see Attachment A).

Affirmative steps shall include:

- Placing qualified small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses on solicitation lists;
 - Ensuring that small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in futheance of Sandy Recovery programs;
-

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STATE OF NEW JERSEY • DEPARTMENT OF COMMUNITY AFFAIRS

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- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; and
- Requiring the prime contractor, if sub contracts are to be let, to take the affirmative steps listed above.

Department of Community Affairs, CDBG-DR equal opportunity records and contract files must include the following information:

- Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid with CDBG-DR funds
- Data indicating which of those entities are small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses;
- The amount of the contract or subcontract; and
- Documentation of recipients and affirmative steps to ensure that small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

Affirmative steps to assure that small and disadvantaged businesses, minority firms, veteran-owned, and women-owned businesses have an equal opportunity may include, but are not limited to:

- Technical assistance open to all businesses but designed to enhance opportunities for those enterprises; and
 - Special outreach efforts to inform them of contract opportunities.
-

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STATE OF NEW JERSEY • DEPARTMENT OF COMMUNITY AFFAIRS

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Such steps shall not include preferring a business in the award of any contract or subcontract solely or in part on the basis of race or gender.

New Jersey state law provides that contracting agencies, in consultation with the New Jersey Department of Treasury, may designate a contract, or a portion thereof, for goods, equipment, construction or services to be awarded by a contracting agency as a small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses set-aside contract pursuant to the goals and procedures established by this 1985 amendatory act,¹ whenever there is a reasonable expectation that bids may be obtained for at least three qualified small and disadvantaged businesses, minority firms, veteran- owned, and women-owned businesses capable of furnishing the desired goods, equipment, construction or services at a fair and reasonable price. The designation shall be made prior to the advertisement for bids. For the purposes of this policy, “contracting agency” means the State or any board, commission, committee, authority or agency of the State (N.J.S.A 52:32-17 et.seq.). N.J.S.A.

The Office of Small Business Assistance within the Department of Treasury has specific oversight of the small and disadvantaged businesses, veteran- owned and women-owned businesses set-aside programs. The Office of Minority Business Enterprise within the Department has specific oversight of the minority business set-aside program. The New Jersey Department of Military and Veterans’ Affairs can assist in assist with encouraging opportunities for veteran-owned business in State and subrecipient purchasing and procurement processes.²

See attached Exhibits for additional information:

- Exhibit 1 – Instructions for Completing Uniform Certification Application
- Exhibit 2 – Uniform Certification Application
- Exhibit 3 – Affidavit of Certification
- Exhibit 4 – Uniform Certification Application Documents Checklist
- Exhibit 5 – Personal Financial Statement

¹ N.J.S.A. 52:32-17, et. seq (“Set Aside Act for Small Businesses, Female Businesses, and Minority Businesses.”) and N.J.S.A. 52:32-20.

² N.J.S.A. 52:32-52 (“Goal for Contracts Awarded to Businesses Owned and Operated by Veterans.

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Attachment A

NEW JERSEY- Labor Surplus Area Data (2013)³

| | |
|------------------------------|---|
| Atlantic City city | Atlantic City city in Atlantic County |
| Balance of Atlantic County | Atlantic County |
| Balance of Camden County | Camden County |
| Balance of Cumberland County | Cumberland County |
| Balance of Gloucester County | Gloucester County |
| Balance of Ocean County | Ocean County |
| Bayonne city | Bayonne city in Hudson County |
| Belleville township | Belleville township in Essex County |
| Berkeley township | Berkeley township in Ocean County |
| Brick township | Brick township in Ocean County |
| Bridgeton city | Bridgeton city in Cumberland County |
| Camden city | Camden city in Camden County |
| Cape May County | Cape May County |
| City of Orange township | City of Orange township in Essex County |
| Clifton city | Clifton city in Passaic County |
| Deptford township | Deptford township in Gloucester County |
| East Orange city | East Orange city in Essex County |
| Egg Harbor township | Egg Harbor township in Atlantic County |
| Elizabeth city | Elizabeth city in Union County |
| Galloway township | Galloway township in Atlantic County |
| Garfield city | Garfield city in Bergen County |
| Hamilton township | Hamilton township in Atlantic County |
| Irvington township | Irvington township in Essex County |
| Jersey City city | Jersey City city in Hudson County |
| Kearny town | Kearny town in Hudson County |
| Lacey township | Lacey township in Ocean County |
| Linden city | Linden city in Union County |

³ The US Department of Labor, Employment and Training Division defines "Labor Surplus Area" as a civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20 percent or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. If the National annual average unemployment rate during the referenced period is less than 6.0 percent then the qualifying rate is 6.0 percent. If the National annual average unemployment rate during the referenced period is above 10 percent then the qualifying rate is 10 percent.

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Long Branch city
Manchester township
Millville city
Monroe township
Middlesex County
Neptune township
Newark city
North Bergen township
Passaic city
Paterson city
Pemberton township
Pennsauken township
Perth Amboy city
Plainfield city
Rahway city
Salem County
Toms River township
Trenton city
Union City city
Vernon township
Vineland city
West New York town
Willingboro township
Winslow township

Long Branch city in Monmouth County
Manchester township in Ocean County
Millville city in Cumberland County
Monroe township in Gloucester County

Neptune township in Monmouth County
Newark city in Essex County
North Bergen township in Hudson County
Passaic city in Passaic County
Paterson city in Passaic County
Pemberton township in Burlington County
Pennsauken township in Camden County
Perth Amboy city in Middlesex County
Plainfield city in Union County
Rahway city in Union County
Salem County
Toms River township in Ocean County
Trenton city in Mercer County
Union City city in Hudson County
Vernon township in Sussex County
Vineland city in Cumberland County
West New York town in Hudson County
Willingboro township in Burlington County
Winslow township in Camden County

Attachment 3

Shea, Laura

From: Reiner, David
Sent: Friday, June 27, 2014 3:20 PM
To: Shea, Laura; Porter, Samantha; Orsen, Melissa
Subject: RE: Section 3 RFQ

You might be covering this in your late note re: page 6, 4th para, but I think we want to highlight the training requirements per the VCA.

Also, is it worth specifying that the outreach plan we require in the RFP is the implementation plan in the VCA? Defer to you – just throwing it out there. Thanks for compiling.

From: Shea, Laura
Sent: Friday, June 27, 2014 3:09 PM
To: Porter, Samantha; Orsen, Melissa; Reiner, David
Subject: Section 3 RFQ

Just a quick synopsis of what we discussed as far as changes to the RFQ doc. Dave, I couldn't find the email with your comments but I think we covered everything you had questions about. By the way, CH is Cindy Hackett, so yes, she is female ☺ She is very thorough – worked with her over at the AG's office.

Page 1, 2nd paragraph- mandate/require the contractor to understand and incorporate compliance with VCA requirements in their proposals

Page 2, 1st paragraph- include language about the applicability to state selected contractors

Page 2, 3rd paragraph, 3rd bullet- delete priority language in its entirety

Page 3, 4th paragraph, Add LMI Program to list of programs

Page 4, accept deletion of first sentence under 3.0 Scope of Work

Page 5, 1st paragraph- Contractors will be required to utilize State Workforce centers/required to work with Dept. of Labor

Page 5, 2nd paragraph, delete language about hiring subcontractors

Page 6, 4th paragraph, delete language about subcontractors; mandate understanding of VCA and incorporate compliance with VCA requirements in their proposals

Let me know if I can do anything else on this

Attachment 4

Engagement Query Questions or Request for Clarification

Firm:

Engagement Query #:

| Page # | Engagement Query Section | Question |
|--------|--------------------------|----------|
| | | |
| | | |
| | | |

