

# **Request for Qualifications**

**For**

## **THE NEW JERSEY HOUSING COUNSELING PROGRAM**

**Issue Date: August 10, 2021**

**DUE DATE: August 31, 2021**

**Time: 11:00 AM**

**Location: NJHMFA**

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

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**THE NEW JERSEY HOUSING COUNSELING PROGRAM**

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# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## REQUEST FOR QUALIFICATIONS FOR THE NEW JERSEY HOUSING COUNSELING PROGRAM

### 1.0 **INFORMATION FOR BIDDERS**

#### 1.1 **Background**

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

#### 1.2 **Purpose and Intent**

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

The Agency is seeking written qualifications as set forth herein from HUD-Certified Counseling Agencies that will provide counseling and application submission services for current and future Agency programs. The Agency reserves the right to amend any contract awarded in response to this Request For Qualifications (RFQ) in order to add other types of counseling services for future programs and initiatives as may be determined, depending on the recognized need, and availability and sources of funding.

For the purpose of this RFQ, all entities or persons that submit a proposal hereunder shall be referred to as “Bidder” (as defined below.)

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

The six (6) regions are as follows:

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

## 2.0 **DEFINITIONS**

### 2.1 **General Definitions**

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

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

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

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

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

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

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

**May** – Denotes that which is permissible, not mandatory.

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

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

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

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

**Should** – Denotes that which is recommended, not mandatory.

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

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

**Task** – A discrete unit of work to be performed.

**Vendor** – A supplier of any good or service.



## **2.2 RFQ Specific Definitions**

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

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

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

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

**HUD-Certified Counseling Agency** – A housing counseling agency certified by HUD to provide housing counseling services.

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

## **3.0 SCOPE OF SERVICES**

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

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

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

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

### **A. Level A Counseling:**

1. **Intake:** Counselor must conduct an intake including the Client's name, address, demographic information, lender and loan information and the reason for the delinquency. If counselor uses an electronic Client management system, a screenshot can be submitted from their system showing that the minimum required information has been collected.

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

**B. Level B Counseling:**

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

**C. Level C Counseling:**

1. **Updated Action Plan:** To qualify for level C counseling the counselor must develop an updated Action Plan strategizing alternate courses of action including but not limited to transition assistance (locating rental, exploring short sale options and deed-in lieu).

2. **Outcome:** Counselor must document outcome, outlining actions taken.
3. **Levels A and B counseling** must have already taken place, with respective required documentation submitted.

D. **Application Submission Services**

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

E. **Miscellaneous Services**

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

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

Successful Bidders shall be responsible for the following:

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

## 4.0 **INSURANCE**

### 4.1 **Contractor's Insurance**

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

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

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

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

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

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

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

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

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

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

#### **4.2 Insurance Requirements**

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

ACORD 25 forms "Certificates of Liability Insurance" may be utilized to provide evidence of General Liability, Automobile Liability, Cyber Liability, Workers' Compensation coverages and Professional Liability policies as are applicable. All applicable information on the ACORD 25 must be completed and

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

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

New Jersey Housing and Mortgage Finance Agency  
ATTN: Insurance Division  
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Copies of Policy Endorsements which effectuate the Additional Insured status of the Agency with respect to General Liability, Automobile Liability, and Cyber Liability Insurance shall be provided.

X

**Worker's Compensation Insurance**

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

X

**General Liability Insurance**

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

X

**Automotive Liability Insurance**

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

X

**Professional Liability Insurance**

Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from any liability arising out of the professional obligations performed, shall be maintained in full force during the life of the Contract. The insurance shall be in the amount of not less than \$1,000,000 on an unimpaired basis and with a deductible not exceeding \$50,000. If the Contractor has Professional Liability Insurance coverages which exceed the minimum requirements noted herein, those actual policy coverage limits shall apply. In instances where the Contractor has a deductible in excess of \$50,000, the Agency may consider acceptance of same subject to the review by the Agency of the most recent Certified Financial Statements of the Contractor to determine the financial wherewithal of the Contractor to fund a deductible in excess of \$50,000. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of the Contract.

X

**Cyber Liability Insurance Cover**

Cyber Liability Insurance Cover shall be provided with limits on an unimpaired basis of not less than \$1,000,000 per occurrence and \$1,000,000 General Aggregate and shall be maintained in full force during the life of the Contract. Agency to be named as an Additional Insured. Coverage shall include data breach, privacy crisis management, multimedia liability, extortion and network security liability. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract,

Contractor shall obtain from its new carrier an endorsement for retroactive coverage with a Retroactive Date that predates the start of this Contract.

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

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

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

## **5.0 SPECIFIC SUBMISSION REQUIREMENTS**

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

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

1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder;
2. A copy of Bidder's HUD certification or other proof of good standing with HUD;
3. A brief history of the Bidder, including the level of counseling activity during the past three years;
4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years;
5. Description of geographical areas by city and county served by the Bidder;
6. A plan for how the bidder will structure its resources, including staff, office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive representation;
7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;
8. Physical location of office(s);
9. References: A list of lenders with whom Bidder has worked and/or clients to whom Bidder has provided default mitigation and foreclosure counseling services and whom have granted authorization to share contact information. Include the contact names and telephone numbers (Minimum of 3 references; maximum of 6);
10. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Bidder's client.

## 5.2 Bid Evaluation Criteria

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

Experience	40
Management	30
Capacity	30

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

## 6.0 ADDITIONAL INFORMATION FOR BIDDERS

### 6.1 Key Events

#### 6.1.1 Bid Opening

All bids must be submitted electronically through the Agency's Procurement Portal at <https://njhmfabonfirehub.com> by **11:00 AM on August 31, 2021** to be considered. For sufficient time, it is strongly recommended that the uploading process and finalizing of the bid submission documents begin at least **ONE (1) day** before the bid opening time. No bids will be received after the bid opening date and time. **Only those bids submitted electronically will be accepted.**

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

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

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

### 6.2 Questions and Inquiries

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

### 6.3 Question Protocol

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

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

All questions and inquiries relating to this RFQ must be received by **2:00 PM** (Eastern Standard Time) on **August 17, 2021**. Questions received after this time will not be acknowledged or considered.

## **6.5 Revisions to the RFQ**

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

## **6.6 Bidder's Responsibility**

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

## **6.7 Cost Liability**

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

## **6.8 RFQ Preparation and Submission Requirements**

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

### **Important Notes:**

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

### **Need Help?**

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

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

1. Specific Requirements as detailed in Section 5.0 of this RFQ
2. Mandatory Affirmative Action Language, N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27-1 et seq. (Exhibit A)
3. References (Exhibit B)
4. Chapter 51/ Executive Order 117 Vendor Certification and Disclosure Forms (Exhibits C1, C2 & C3)
5. Signed Source Disclosure Form (Exhibit D)
6. Code of Ethics for Vendors (Exhibit E)
7. Ownership Disclosure Form (Exhibit F)
8. Subcontractor Utilization (Exhibit G)
9. Signed Cost Sheet (Exhibit H)



10. Federal Grant Program Rider (Exhibit I) – *Applicable for Federal funds only*
11. Notice of Executive Order 166 (Exhibit J) – *Applicable for COVID-19 funds only*
12. Copy of your New Jersey Business Registration Certificate (**It is not required to submit this certificate with the proposal; however, Bidder and any named Subcontractors must submit a copy of their certificate and those of any named Subcontractors prior to entering into a Contract with the Agency**).
13. Copy of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Small Business Enterprise (SBE) certification, if applicable

#### **6.9 Exceptions to the RFQ**

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

#### **6.10 Rights to Submitted Material**

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

#### **6.11 Rejection of Bids**

The failure of bidders to fulfill all bid requirements may result in rejection of bid. The Agency reserves the right to accept or reject any or all bids or to waive minor elements of non-compliance of any respondent's bid with regard to the requirements outlined in the RFQ.

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

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

#### **6.12 Bid Errors**

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

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

#### **6.13 Indemnification**

The Contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and hold harmless the Agency, its officers, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses which shall relate to, arise from, or result directly or indirectly from the services, work and/or materials supplied under this Contract. This

indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

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

#### **6.14 Negotiation and Best and Final Offer (BAFO)**

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

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

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

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

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

#### **6.15 Retainage**

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

#### **6.16 Bidder's Status**

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

#### **6.17 Contract Award**

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

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

#### **6.18 Notification of Award**

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

#### **6.19 Bidder Right to Protest Award**

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

#### **6.20 Subcontracting or Assignment**

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

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

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

#### **6.21 Right to Inspect Facilities and Records**

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

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

#### **6.22 Confidentiality**

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

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

#### **6.23 Ownership of Material**

The Agency shall retain all of its rights and interest in and to any and all documents and property, both hard copy and digitally furnished by the Agency to the Contractor, for the purpose of assisting the

Contractor in the performance of this Contract. All such items shall be returned immediately to the Agency at the expiration or termination of the work or Contract. None of such documents and/or property shall be disclosed to others or used by the Contractor or permitted by the Contractor to be used by third parties at any time except in the performance of the Contract.

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

#### **6.24 Proprietary Information/ Public Disclosure**

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

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

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

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

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

### **7.0 PROJECT TERM AND TERMINATION**

#### **7.1 Contract Term**

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

#### **7.2 Project Suspension and Termination of the Contract Award**

A. **SUSPENSION OF PROJECT:** If, for any reason, the Project for which the Contractor's services were contracted should be suspended, the Agency may suspend this Contract upon seven (7) business days' written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Agency, the Contractor shall immediately discontinue all work under the Contract. Upon such

notification, the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The Agency may order that the work on the Project be stopped temporarily, and upon seven (7) business days' written notice from the Agency, the Contractor shall cease all work on the Project except as necessary to properly secure the Project. If the Agency directs that the work on the Project resume within six (6) months, the Contractor shall be obliged to complete the Project for the basic fee provided for in this Contract, plus additional compensation for any work necessitated by the stop order as approved by the Agency in writing.

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

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

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

(2) For Cause:

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

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

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

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

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

Agency may also terminate any Contract with a Contractor that has been debarred by New Jersey, another State or the federal government.

- (3) In cases of emergency, the Agency may shorten the time periods of notification and may dispense with an opportunity to respond.
- (4) Upon termination of the Contract award under this or any other paragraph herein, the Contractor shall be entitled to receive, as full compensation for services rendered to the date of termination, that portion of the fee which represents the services actually and satisfactorily performed by it, as determined by the Agency, shall bear to the total services contemplated under this Contract, less payments previously made.
- (5) Upon termination of the Contract award, the Agency may acquire the services, which are the subject of the Contract, from another source and may charge the Contractor, whose Contract award has been terminated, the difference in price, and the said Contractor shall be liable for same.
- (6) All protests of the Agency's intent to terminate a Contract award must be accompanied by a statement of the factual and/or legal basis of the protest and a copy of all documents which the Contractor believes supports its position.

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

## **8.0 CONFLICTS OF INTEREST**

### **7.1 Standards Prohibiting Conflicts of Interest**

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

- A. No Bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Agency member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13(i)., of any such member or employee, or partnership, firm, or corporation with which they are employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).
- B. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Agency member or employee from any Bidder shall be reported in writing forthwith by the Bidder to the Attorney General and the State Ethics Commission.
- C. No Bidder may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or another agreement, express or implied, or sell any interest in such Bidder to any Agency member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the Agency member or employee upon a finding that the present or

proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- D. No Bidder shall influence, or attempt to influence or cause to be influenced, any Agency member or employee in their official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No Bidder shall cause or influence, or attempt to influence or cause to be influenced, any Agency member or employee to use, or attempt to use, their official position to secure unwarranted privileges or advantages for the Bidder or any other person.
- F. The provisions cited in paragraph A through E above shall not be construed to prohibit an Agency member or employee from receiving gifts from or contracting with Vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate under paragraph C above.

## **9.0 BID SECURITY AND BONDING REQUIREMENTS**

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

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### **Bid Guarantee**

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

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### **Consent of Surety**

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

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

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

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

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

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

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

☐ **Maintenance Bond**

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

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

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

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

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

**10.0 PRICE AND PAYMENT**

**10.1 Price Fluctuation During Contract**

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

Failure to report price reductions will result in cancellation of Contract for cause, pursuant to Section 7.2 - Project Suspension and Termination of the Contract Award.

**10.2. Payment for Goods and Services**

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

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



## **11.0 APPLICABLE LAW**

### **11.1 Applicable Law**

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

### **11.2 Warranties**

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

### **11.3 Claims**

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

### **11.4 Compliance**

- A. Equal Employment Opportunity:** If you are awarded this Contract, you will be required to comply with all applicable Federal and State laws, including the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, as indicated in Exhibit A (included with this RFQ). A signed copy of Exhibit A, indicating your intent to comply with the requirements or a copy of either a Letter of Federal Approval or a Certificate of Employee Information must be submitted with your bid.
- B. New Jersey Business Registration:** In accordance with N.J.S.A. 52:32-44 et seq.) a Bidder and any named Subcontractors are required to have a valid NJ Business Registration Certificate (NJBRC), issued by the New Jersey Division of Revenue in the Department of the Treasury, prior to entering into a Contract. The Bidder shall provide a copy of its NJBRC, and those of any named Subcontractors, to the contracting State Agency prior to entering into a Contract; no Contract shall be entered into by any contracting State Agency unless the Bidder first provides this proof of valid business registration. Any Bidder, inclusive of any named Subcontractor (s), who does not possess a valid Business Registration Certificate, prior to the award of a Contract, will be deemed ineligible for a Contract award. A sample certificate is enclosed with this bid document.
- C. Small Business Enterprise Requirement:** The Agency encourages the participation of SBE, Disabled Veteran-owned businesses, MBE and WBE Vendors both as primes and subs. If you are a SBE, MBE or WBE, please provide a copy of your certificate with your submission. Based on the set-aside goal established in the RFQ, a bidder must make good faith efforts as outlined in N.J.A.C. 17:13-4.3 to engage subcontractors registered as small businesses.
- D. State Building Services Contracts Act:** Effective March 13, 2006, New Jersey State Building Service Contract Act (N.J.S.A. 34:11-56.58 et seq. & N.J.A.C. 12:64-1.1 et seq.) established prevailing wage levels for the employees of Contractors and Subcontractors furnishing building services in State-owned and State-leased buildings to safeguard the efficiency and general well-being of those employees and to protect them and their employers from the effects of serious and unfair competition based on low wage levels which are detrimental to efficiency and well-being.

1. Workers employed or engaged in the performance of a Contract for building services shall be paid not less than the applicable prevailing wage.
  2. Annual adjustments to the prevailing wages for building services are required. These adjustments are to be made on the anniversary date of the effective date of the Contract.
  3. If any worker employed or engaged by the Contractor to furnish building services under the Contract has been paid less than the prevailing wages for building services set forth in the Contract, the State Treasurer may terminate the Contractor's right to proceed with the work and the Contractor and its sureties shall be liable to the State for any excess costs occasioned by the termination.
  4. The Contractor shall submit to the Agency, a certified payroll record for each payroll period, within 10 days of the payment of monetary wages or fringe benefits.
- E. New Jersey Prevailing Wage Act:** The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every Contract entered into on behalf of the Agency, except those Contracts which are not within the contemplation of the Act. The Bidder's signature on this proposal is his/her guarantee that neither he/she nor any Subcontractors he/she might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Bidder's signature on the proposal is also his/her guarantee that he/she and any Subcontractors he/she might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- F. Public Works Contractor Registration Act:** The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works Contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any Contract for public work as defined in section 2 of P.L.1963, c. 150 (N.J.S.A. 34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the Contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (N.J.S.A. 34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the Contract (N.J.S.A. 34:11-56.55).
- G. Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq. and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.
- H. Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans, and Individuals with Disabilities pursuant to 41 CFR 60-300 and 41 CFR 60-741 (for Contracts covered thereunder):** The Agency and the Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Contractors and Subcontractors to employ and

advance in employment qualified protected veterans. Additionally, the Agency and the Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

- I. **Americans with Disabilities Act of 1990:** The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 *et seq.*
- J. **Buy American:** Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this Contract, only manufactured items and farm products of the United States, whenever available, be used in such work.
- K. **Public Law 2005, Two-Year Chapter 51/ Executive Order 117 (2008) Vendor Certification and Disclosure of Political Contributions:** On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State Contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into Contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008, then-Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increases the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51. On January 20, 2010, Governor Chris Christie issued Executive Order 7, which modified the definition of the term “Business Entity” to include any Labor Union or Labor Organization. The reference in this Executive Order to “Labor Unions” and “Labor Organizations” shall include any political committee formed by any such labor union or labor organization, one of the purposes of which political committee is to make political contributions.

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

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

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State Contracts from political contributions that pose the risk of improper influence, purchase

of access, or the appearance thereof, Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13 to 20.25, superseding Executive Order 134 (2004)) (“P.L.2005, c. 51”) was approved on March 22, 2005. Pursuant to the requirements of P.L.2005, c. 51, the terms and conditions set forth in this section shall be a material term and condition of, and shall be binding upon all parties to, this bid application and any Contract(s) resulting therefrom:

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

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

#### **11.5.2 Certification and Disclosure Requirements**

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

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

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

#### **11.5.3 State Treasurer Review**

All Certifications, disclosures and reports required by this section, and any other pertinent information concerning contributions, shall be subject to review by the Office of State Treasurer prior to and/or during the term of any Contract or agreement awarded pursuant to this bid application. If the State Treasurer determines that any contribution, or action by the business entity

constitutes a breach of Contract that poses a conflict of interest in the awarding of a Contract or agreement under this solicitation, the State Treasurer shall disqualify such business entity from award of such Contract or agreement.

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

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

##### **11.6.1 Source Disclosure Requirements**

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

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

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

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

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

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

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

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

### **11.7 Small, Minority, Women and Veteran Business Enterprise Requirement**

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

### **11.8 Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

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

The Division of Taxation may initiate procedures to set off the tax debt of a specific Vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the Contract payment due to a Vendor by the amount of that Vendor's state tax indebtedness or, in the case of a Vendor-partnership or Vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

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

### **11.10 Change in Law**

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

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

The Contractor agrees that:

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

## **12.0 MISCELLANEOUS**

### **12.1 Conflict of Documents**

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

### **12.2 Severability**

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

### **12.3 Key Personnel**

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

### **12.4 Publicity**

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

**12.5 Tax Exempt**

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

**12.6 Agency Standard Contract Addendum**

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

**THIS SPACE INTENTIONALLY LEFT BLANK**



# SAMPLE

PROVIDED FOR INFORMATIONAL PURPOSES ONLY

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)		

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

# APPENDIX 1

## NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AGREEMENT FOR RFQ TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

New Jersey Housing and  
Mortgage Finance Agency

**VENDOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT LIST**

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

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

## APPENDIX 2

### INFORMATION AND INSTRUCTIONS

#### For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

##### Background Information

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

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

##### Two-Year Certification Process

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

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

##### Instructions for Completing the Form

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

##### Part 1: BUSINESS ENTITY INFORMATION

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

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

**Vendor Email** – Enter the Vendor’s primary email address.

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

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

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

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

### **Part 2: DISCLOSURE OF CONTRIBUTIONS**

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

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

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

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

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

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

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

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

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

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

### **Part 3: CERTIFICATION**

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

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

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

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

#### **Read the five statements of certification prior to signing.**

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

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

### State Agency Procedure for Submitting Form(s)

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

### Business Entity Procedure for Submitting Form(s)

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

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

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

### Questions & Information

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

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

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

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

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

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

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

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

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

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



**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

OR

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

OR

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

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

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

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE:

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## REFERENCES EXHIBIT B

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

1)

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2)

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3)

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**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

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

**For AGENCY USE ONLY**

**General Information**

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

**Agency Contact Information**

Agency \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

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

**Please check if requesting**

**recertification ☐**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(including trade name if applicable)

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

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

**Check off the business type and list below the required information for the type of business selected.**

**MUST BE COMPLETED IN FULL**

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

**Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.**

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

**All Officers of a Corporation or PC**

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

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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

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

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

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

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

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

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

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_  
Address of Recipient \_\_\_\_\_  
Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_  
Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_  
Contributor Name \_\_\_\_\_  
Relationship of Contributor to the Vendor \_\_\_\_\_

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

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

**Part 3: Certification (Check one box only)**

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

I hereby certify as follows:

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

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

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

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

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

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

#### Procedure for Submitting Form(s)

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

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

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a Contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov), or regular mail at:  
Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625**

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

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

VENDOR: \_\_\_\_\_

**PART 1**

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

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

**OFFICERS/DIRECTORS**

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

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

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

*Attach Additional Sheets If Necessary.*

**PART 2**

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

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

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

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

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



## EXHIBIT C-2

### PROVIDING ADDITIONAL INFORMATION

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

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

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

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

*Attach Additional Sheets If Necessary.*

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM EXHIBIT C-3

RFP TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX

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

**OR**

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

**Entity Engaged in Investment Activities**

**Relationship to Vendor/ Bidder**

**Description of Activities**

**Duration of Engagement**

**Anticipated Cessation Date**

*Attach Additional Sheets If Necessary.*

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**SOURCE DISCLOSURE CERTIFICATION FORM  
EXHIBIT D**

**CONTRACTOR:**

I hereby certify and say:

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

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

**Instructions:**

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

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

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

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

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

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

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

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**SOURCE DISCLOSURE CERTIFICATION FORM**  
**EXHIBIT D**

**SAMPLE – VENDOR MUST COMPLETE EXHIBIT D AS SHOWN BELOW**

**CONTRACTOR:**

I hereby certify and say:

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

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

**Instructions:**

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

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

Contractor and/or Subcontractor	Description of Services	Performance Location(s)	If applicable, reason why services cannot be performed in the United States
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<b>ABC Company</b>	<b>ABC Services</b>	<b>1 ABC Road, Trenton, NJ 08611</b>	
--------------------	---------------------	--------------------------------------	--

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

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

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

---

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

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

## **VENDOR CODE OF ETHICS**

### **EXHIBIT E**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Firm (Please print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name (Please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## OWNERSHIP DISCLOSURE FORM

## EXHIBIT F

RFP TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE AGENCY ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. The vendor is a <b>Non-Profit Entity</b> ; and therefore, no disclosure is necessary.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a <b>Sole Proprietor</b> ; and therefore, no other disclosure is necessary.<br>A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.<br>A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a <b>corporation, partnership, or limited liability company</b> .  | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.\*

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.\*

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

NAME	_____	
ADDRESS	_____	
ADDRESS	_____	
CITY	STATE	ZIP

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.\*


\* Attach additional sheets if necessary



# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## SUBCONTRACTOR UTILIZATION FORM EXHIBIT G

*List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary. Please check the box "Not Applicable" if you do not intend to engage subcontractors to provide any goods and/or services.*

NOT APPLICABLE: ☐

RFP TITLE: _____	
VENDOR'S NAME: _____ ADDRESS: _____ PHONE NUMBER: _____ EMAIL: _____	
SUBCONTRACTOR'S NAME: _____ ADDRESS: _____ PHONE NUMBER: _____ FEIN: _____ EMAIL: _____ ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____ DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, SMALL BUSINESS CATEGORY: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> VI	IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO
SUBCONTRACTOR'S NAME: _____ ADDRESS: _____ PHONE NUMBER: _____ FEIN: _____ EMAIL: _____ ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____ DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, SMALL BUSINESS CATEGORY: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> VI	IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO
SUBCONTRACTOR'S NAME: _____ ADDRESS: _____ PHONE NUMBER: _____ FEIN: _____ EMAIL: _____ ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____ DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, SMALL BUSINESS CATEGORY: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> VI	IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO



# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## REQUEST FOR QUALIFICATIONS FOR

## COUNSELING SERVICES FOR THE NEW JERSEY HOMEOWNERS ASSISTANCE PROGRAM

### COST SHEET - EXHIBIT H

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

ACCEPT

☐

DECLINE

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

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

\_\_\_\_\_  
Name of Firm (Please print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name (Please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Date

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

#### **VI. COPELAND ANTI\_KICK-BACK ACT**

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

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

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

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

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

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

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

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

##### **Clean Air Act**

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

##### **Federal Water Pollution Control Act**

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

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

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

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

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

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

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

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

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

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

**Accepted:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NOTICE OF EXECUTIVE ORDER 166  
EXHIBIT J**

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

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

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

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

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

**Accepted:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

Clarifi

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **CLARIFI** whose address is 1635 Market Street, 5th Floor, Philadelphia, PA 19103 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **CLARIFI** dated **August 31, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **CLARIFI** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **CLARIFI** has submitted the Employee Information Report Form AA302 submission receipt and;

**WHEREAS**, the Agency desires to enter into this Agreement with **CLARIFI** to provide **The New Jersey Housing Counseling Program**;

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

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



in the manner set forth in this agreement. **CLARIFI** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.

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

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

New Jersey Housing and  
Mortgage Finance Agency

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: 10-26-2021

**CLARIFI**

By: Stephen A. Friedman

Name: Stephen A. Friedman

Title: EXECUTIVE DIRECTOR

Date: 10/21/21

## **EXHIBIT LIST**

Exhibit A- Agency's Request for Proposal dated **August 10, 2021**

Exhibit B- **CLARIFI's** Proposal dated **August 31, 2021**

## **Response to Request for Qualifications Counseling Services for the New Jersey Judiciary Foreclosure Mediation Program**

### **1. Detailed description of default mitigation and foreclosure counseling services**

Clarifi is a recognized leader throughout the Delaware Valley for expertise in the areas of budget, credit, default, delinquency, and housing counseling. We work with struggling homeowners in all stages of mortgage delinquency (referred to internally as housing crisis), from those who are current but facing potential future delinquency to those whose homes are scheduled for sheriff's sale.

The counselor's initial goal in working with struggling homeowners is to understand why the client has fallen delinquent. For all clients, we complete an analysis of income and expense and work to establish a realistic spending plan that prioritizes preserving the home asset. Our counselors work with clients to determine whether the mortgage can be brought current with changes in the client's spending habits, whether a client's financial situation is likely to change soon, and if the client has the possibility of increasing income or receiving assistance from other personal resources.

As part of our review of all available options, we also assist homeowners engage in state and federal financial assistance programs, draft hardship letters, and work with lenders and servicers to obtain loan modifications or forbearances. We also engage with our clients beyond the initial counseling session and specifically track outcomes at 90 and 180 days thereafter to determine the client's progress toward successful resolution of their housing crisis issue. Client outcomes in foreclosure prevention where the client remains in the home include: (1) brought mortgage current, (2) established a payment plan, (3) obtained a forbearance, (4) obtained a loan modification, (5) made a partial claim under a private mortgage insurance program to bring mortgage current, or (6) obtained a refinance or second mortgage. We also track instances where the client may choose to exit the home gracefully, including: (1) delivered a deed in lieu of sale to the mortgagee, (2) completed a regular sale of the home, (3) sold the home for less than the mortgage balance (short sale), or (4) exited the home under other circumstances. After the initial sessions and after submission of loan modification packages, if applicable, our counselors contact clients at 30, 60 and 90 days after counseling to offer additional services and to ensure the client has maintained the status quo as they await a decision from the servicer or lender.



## **2. HUD Certification**

**See enclosed.**





### **3. Brief History of Clarifi**

Since our founding in 1966, we have evolved from a narrow focus on budget and credit counseling to a comprehensive model of financial coaching and technical assistance. Our staff of award-winning counselors and educators meet our clients wherever they are and drive towards positive outcomes like debt reduction, permanent housing, wealth building and better financial health. We were founded 55 years ago with over 100 sister organizations educating local communities on the wise use of unsecured credit. What sets us apart from our siblings and our original aim is our ability to adapt and, in some cases, predict the next wave of financial trends that impact the communities we serve and to invest in the intellectual and technological resources that support our clients in comprehending and mastering the financial aspects of their lives.

Clarifi's programs and services support the Greater Philadelphia Area including Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania. Our services also support Southern New Jersey, including primarily Burlington, Camden, and Gloucester Counties. Finally, we also provide services to New Castle County in Delaware. Clarifi's envisioned future is one where everyone will have affordable access to the intellectual and technological resources required to comprehend and master the financial aspects of their lives. We remain committed to providing this future to all in need, regardless of ability to pay, which is why 90% of our clients are low-to-moderate income (LMI).

Our counselors build a trusting relationship that helps the client feel confident in achieving their financial goals. Depending on the client's particular needs, the initial counseling session lasts one to two hours. Clients begin with an income and expense analysis, as we believe a basic overview of the client's current financial situation should be a starting point for any type of personal finance advice. Once they have discussed their unique situation with the counselor, the client and counselor create a customized Action Plan that aligns to their current issues and future goals. After the initial session, counselors follow up at 30, 60, and 90 days post-appointment to determine whether each client needs additional assistance or has been able to reach their own goals after the initial counseling session. Depending on the client's needs, one session might suffice, but we aim to make our services readily available for those that need continued guidance and assistance in meeting their financial goals.

Our FEC model was so transformative that we began to use it across our agency – encouraging our counselors to take a more proactive role with their clients. It is from this process that we begin to pivot our agency to focus beyond financial literacy and to embrace financial inclusion. Clarifi recognizes our role in the community to give our neighbors the resources they need to take control of their financial lives. Our services in Southern New Jersey have remained consistent over the years; since 2018, we have provided 2,949 financial counseling sessions for 2,184 people. Clarifi's Program Evaluation Team tracks numerous outcomes to measure client success. These outcomes include 441 clients who established healthy savings, 28 who purchased a home with help from their counselor, 483 clients who avoided eviction or foreclosure, and 239 increased their credit score by 35 points or more. Below is a chart showing our foreclosure prevention counseling by county over the last three years.



	Foreclosure Prevention Counseling Sessions	% Of Total
<b>Burlington</b>	517	36%
<b>Camden</b>	341	24%
<b>Gloucester</b>	214	15%
<b>Remaining Counties</b>	349	25%
<b>TOTAL</b>	1421	

Clarifi is a member of the National Foundation for Credit Counseling (NFCC), the nation's largest and longest serving national nonprofit credit counseling organization. We are accredited by the Council on Accreditation of Services for Families and Children, Inc., an international, independent, nonprofit child and family services and behavioral healthcare accrediting organization founded by the Alliance for Children and Families in 1977. We are approved by the U.S. Department of Housing and Urban Development (HUD) and state/local housing agencies (the City of Philadelphia's Office of Housing and Community Development, Pennsylvania Housing Finance Agency, New Jersey Housing Finance Agency, and Delaware State Housing Agency) to provide housing counseling and education. Our counselors are certified by the NFCC, the Pennsylvania Housing Finance Agency (PHFA), the NeighborWorks Center for Homeownership Education and Counseling (NCHEC) and HUD.





#### **4. History of Principals**

##### **President and Executive Director: Stephen Gardner**

Stephen Gardner has served as President and Executive Director of Clarifi since January 2020, joining the Clarifi team in October of 2019. Reporting to the Board of Directors, Steve oversees the operation of the agency and its professional and administrative staff to ensure that Clarifi successfully fulfills its mission. Steve also oversees fundraising, marketing, and the advancement of Clarifi's image in the organization's footprint through marketing, outreach, and media initiatives. He works directly with the Board of Directors on agency oversight and the Senior Management Team to run daily operations. Prior to joining Clarifi, Steve spent 40 years at Deloitte & Touche LLP. Steve was an audit partner for 29 years and the Philadelphia office leader in the financial services group, serving primarily commercial and community banks, leasing, mortgage banking and specialty financing companies. He currently serves on the Boards of Lasalle College High School and the Whitemarsh Foundation. During his career, Steve has served on numerous Philadelphia area civic and community organizations such as Chestnut Hill College, American Lung Association, and the Variety Club of Philadelphia.

##### **Deputy Director: Scott Karol**

Scott Karol joined Clarifi in 2010 and has served as the Deputy Director since 2019. In this role, Scott leverages years of experience implementing technology solutions to create efficient and effective service delivery and outcomes collection processes. He is responsible for the development and delivery of counseling programs positively impacting the lives of clients and their communities. Scott holds a Master's in Social Work with a specialization in Nonprofit and Public Management. Before diving into the nonprofit sector, he enjoyed twelve years in business where he managed continuous improvement and MIS implementation projects.

##### **Vice President, Program Impact: Chelsea Barrish**

Chelsea Barrish began her career as a lender at a regional bank; however, she soon pivoted to working at Clarifi as a Financial Counselor soon after the 2008 financial crisis. Over the next seven years Chelsea would assist over 3,000 clients with their financial and housing issues, driving them toward positive outcomes such as establishing and improving credit, reducing debt, saving for an emergency, preparing for homeownership, and reviewing realistic options for foreclosure. Chelsea was later promoted to Program Evaluation Manager, and then Director of Operations, working to devise better ways to deliver services to Clarifi's clients. Today, Chelsea is the Vice President of Program Impact, and is responsible for development and delivery of programs, program evaluation, outcome processes and tools, compliance, operational quantitative reporting, and contracts management. She has fostered several strong partnerships between Clarifi and organizations including the Children's Hospital of Philadelphia, Brown's Superstores – a local grocery chain, and Project Home – a nationally recognized housing nonprofit.



### **Housing Counseling Manager: Hope Katz**

Hope Katz joined Clarifi in 2008 as a housing counselor at the height of the foreclosure crisis, primarily working with homeowners to avoid foreclosure through mediation, state programs, and lender negotiations. She became Counseling Manager in 2012. As Housing Counseling Programs Manager, she oversees Clarifi's housing services, which help individuals create, secure, and maintain housing independence through both rental and homeownership programs. Our programming serves clients throughout the Delaware Valley, including Philadelphia and surrounding counties, Southern New Jersey, and Northern Delaware. Prior to joining Clarifi, Hope worked in the mortgage and consumer lending industry for over 15 years, including loan origination, collections, and loss mitigation.





## **5. Geographical Areas Served**

Clarifi currently has one physical location in New Jersey located at 1060 Kings Highway North, Suite 315, Cherry Hill in Camden County where we serve residents from all over South Jersey. In 2020, 75% of clients served were from Camden, Gloucester, and Burlington Counties .

Since moving to remote operations, Clarifi has served over 6,800 of our neighbors. The COVID-19 pandemic caused thousands of homeowners and renters to be unable to pay their mortgage and rental payments. In 2020, Clarifi provided 213 housing delinquency sessions to 172 unique individuals in New Jersey. In 2020, 58% percent of our housing stability clients in New Jersey were women, 55% were people of color, and 86% came from low-to-moderate income households.



## **6. Resource Structure**

For the New Jersey Judiciary Foreclosure Program, we intend to maintain our current operations, staff, and services with the continued support from Rutgers Law School as described below. We currently operate one office in Camden County New Jersey. The Camden County office primarily serves residents of Camden, Burlington, and Gloucester Counties. Our Camden County office is primarily staffed by Donna Tagliaferro, a Senior Housing Counselor with 18 years of experience. Ms. Tagliaferro works full-time from our Camden County office and has spent her entire career with Clarifi serving New Jersey residents. Additionally, Doris Rodriguez-Berdecia who works full-time out of our Northeast Philadelphia office is currently serving New Jersey residents as we continue working remotely.

In 2020, Clarifi provided 489 counseling sessions to 396 unique residents of New Jersey. Of those numbers, we provided 213 foreclosure prevention and default mitigation counseling sessions to 172 unique clients. Approximately 44% of the clients we served were in need of foreclosure prevention services. Though the demand is great, we have sufficient capacity to offer the benefits of judicial mediation to our programming. Our partnership with Rutgers Law School's Mortgage Foreclosure Defense Project provides second- and third-year students the opportunity to work directly with Clarifi's certified housing counselors and clients in support of our foreclosure prevention efforts. Students support housing counselors in assessing client hardship and developing strategies to stabilize housing. The strategies can include modification applications and help with the state's mediation program. The partnership is a learning opportunity where law school students gain client experience and exposure to bank servicers' loss mitigation processes. In addition, Clarifi benefits from the assistance of skilled students eager for knowledge who can provide critical supports for the Judiciary Mediation Program.



## **7. Negotiations for Clients**

Clarifi has been an active participant in helping homeowners facing foreclosure. Because of our experience and success, Clarifi has been the leading agency in foreclosure diversion and mediation programs in Philadelphia, Montgomery County, Pennsylvania, and the State of Delaware. We work with homeowners and lenders' counsel to explore all foreclosure-avoidance options including loan modification, short sale, refinancing, and applications for a homeownership preservation grants and loans, if applicable. After negotiating a solution, Clarifi's staff members also counsel borrowers to avoid future default, balance their budgets, and take all necessary steps to improve their financial stability.

Our experienced housing counselors work closely with lenders' counsel to negotiate the best possible outcomes for our clients. Since becoming a HUD-certified housing counseling agency in 2001, we've been in front of servicing agents and lenders and have long-tenured housing counselors who understand the motivations and goals of lenders pursuing foreclosure actions. Clients appreciate our attention to detail and steadfast advocacy on their behalf while counsel for lenders value the certainty, predictability and clear path to resolution offered by our diversion counselors. Indeed, we were part of the nation's first judicial mortgage foreclosure diversion program initiated in Philadelphia in 2008 as a result of the national foreclosure crisis. Over the last 13 years, we've developed the skills necessary to obtain work-outs on behalf of clients with lenders' and servicers' counsel. Moreover, because of our counselors' versatility and facility with income and expense analysis, we can ensure that repayment agreements and payment plans are affordable and sustainable for our clients.

We are proud to bring our 13 years of experience and success in various diversion and mediation programs in support of New Jersey residents.



8. **Office Locations:**

*Camden County*

1060 Kings Highway North, Suite 315  
Cherry Hill, New Jersey 08034





## 9. References List

### Lenders:

#### a. **Wells Fargo, NA**

Contact: Ms. Luz Lockward  
Title: Assistance Vice President & Community Outreach, Northeast Region  
Telephone: [REDACTED]  
Email: [REDACTED]

#### b. **TD Bank**

Contact: Ms. Paige Carlson-Heim  
Title: Director, TD Charitable Foundation  
Telephone: [REDACTED]  
Email: [REDACTED]

### Clients:

#### a. **Ms. Zashim Chowdhury**

Telephone: [REDACTED]  
Email: [REDACTED]  
entnor, Atlantic County, New Jersey

#### b. **Ms. Desieria McCarrin**

Telephone: [REDACTED]  
[REDACTED]  
Barrington, CamdenCounty, New Jersey



## **10. Counselor Resumes**

### **See Enclosed.**

*Donna Tagliaferro* is a HUD certified Senior Housing Counselor leading our foreclosure prevention work in New Jersey. She is certified by NFCC to provide consumer credit and housing counseling and has advanced housing counseling training from NeighborWorks America.

Doris Rodriguez-Berdecia is a HUD certified Housing Counselor serving New Jersey and Pennsylvania. She is certified by NFCC to provide consumer credit and housing counseling and has advanced housing counseling training from NeighborWorks America.



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# HUD APPROVAL AS A HOUSING COUNSELING AGENCY

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

- (1) met the Department's initial approval criteria and
- (2) submitted an acceptable housing counseling work plan to serve its target community.

**CCCS OF DELAWARE VALLEY, INC. DBA  
CLARIFI - 80941**

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

**Financial Management/Budget Counseling  
Mortgage Delinquency and Default Resolution Counseling  
Pre-purchase Counseling  
Rental Housing Counseling  
Services for Homeless Counseling  
Non-Delinquency Post Purchase Workshops  
Predatory Lending Education Workshops  
Pre-purchase Homebuyer Education Workshops**

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**April 10, 2019**  
Date of Approval

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**April 10, 2022**  
Date Approval Expires

***Kisha J. Wright***

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

# **Doris Rodriguez-Berdecia**

Phone [REDACTED]

Email [REDACTED]

## **Professional Summary**

Highly motivated, detail-oriented, customer-focused bilingual professional with more than 19 years of customer service, mortgage, and problem-solving expertise. Dependable, adaptable, and skilled at working independently or as a member of a team. A strong organizer, effective planner, and a team leader with fluency in written and spoken Spanish and English.

Proficiencies in MS Office Suite, Hope Loan Portal, Fair Debt Collection Practices, MGFC, BANKO, PACER, Lenstar, Alltell, LTS, Home Counselor Online, CounselorMax, and DMS.

## **Work Experience**

Clarifi Philadelphia, PA MONTH 2009- Present

Certified Credit & Housing Counselor

- Counsel and analyze client financial situations while evaluating all possible solutions to help clients achieve financial goals
- Clearly communicate action plans, recommendations, program requirements, and necessary steps for success to clients
- Efficiently assist homeowners struggling to make mortgage payments by educating them about options and helping to create realistic household budgets
- Gather pertinent information and documentation for mortgage workout packages and assist homeowners with follow-up actions
- Develop and maintain relationships with partner organizations including Fannie Mae, Wells Fargo, Pennsylvania Housing Finance Agency, and New Jersey Housing Mortgage Finance Agency
- Assist with community outreach efforts by attending workshops, community fairs, and partner agency events
- Serve as agency point person for review and submission of New Jersey Homekeeper (Hardest Hit Funds) applications
- Complete mediation court proposal for clients and assist clients in court during mediation hearings
- Train new counselors and serve as resource for coworkers

Popular Mortgage Servicing, Inc. Cherry Hill, NJ MONTH 2005- MONTH 2009  
Loan Counselor/Loss Mitigation Specialist

- Maintained all aspects of the repayment plan process in a timely and accurate manner
- Managed all related documents & database information in accordance with internal policies & regulatory guidelines
- Handled all daily activities associated with loans in serious state of default including: short pay-off, settlement, modification, deed-in-lieu of foreclosure, and special forbearance agreements
- Assisted customers with foreclosure advice and provide options available to resolve their delinquent loan and minimize losses



- Responded to customer complaints, performance issues, and coordinated research with other departments

Fairbanks Capital Corporation      Hatboro, PA      MONTH 2000- MONTH 2004

**Bankruptcy Specialist Team Leader**

- Trained new hires and existing staff with new procedures
- Prepared and distributed daily reports to team supervisor
- Managed 600+ portfolios for both Chapter 7 and Chapter 13 bankruptcies
- Posted petitions & managed audited accounts to show proper contractual statuses
- Reduced delinquency cycle from 120 days to 30 days to current
- Prepared and filed figures for Motion for Relief and Proof of Claims referrals
- Contacted and followed up with assigned attorney in foreclosure sales regarding Motion for Relief and results of hearings
- Followed up on payments and verified proper application to pre-petition or post-petition
- Reviewed and reconciled discharged Chapter 13 bankruptcies showing as contractually delinquent
- Answered incoming calls and assisted customers or attorneys with inquiries and concerns

Conti Mortgage Corporation      Hatboro, PA      MONTH 1997- MONTH 2000

**Loan Counselor**

- Conducted collections on portfolio loan accounts
- Maintained telephone collection techniques in accordance with FD/CPA guidelines
- Negotiated settlement amounts for loans 60 to 120 days delinquent and established forbearance plans
- Conducted skip tracing and credit report analysis

**Education & Certifications**

NeighborWorks Training Institute

Housing Counseling: Foreclosure Prevention

Pennsylvania Housing Finance Agency

Homeowners Emergency Mortgage Assistance Program

National Foundation for Credit Counseling

Certified Credit & Housing Counselor

Thompson Technical Institute, CITY, STATE

Professional Certificate, Business Computer Application Specialist

COLLEGE NAME, CITY, STATE

NAME OF MAJOR Coursework

Dr. Heriberto Sanchez High School, CITY, Puerto Rico

High School Diploma

**Donna Tagliaferro**

Phone [REDACTED]  
Email [REDACTED]

**Summary:**

Energetic, enthusiastic and accomplished program organizer and people motivator with hands-on experience managing processes from inception to execution.

**Work Experience**

**Clarifi (formerly Consumer Credit Counseling Service of Delaware Valley)**

Philadelphia, PA

April 2010- present

**Certified Credit & Housing Counselor / Team Lead / Senior Counselor / Counseling Manager**

Developed and maintained relationships with various nonprofit and state agencies, as well as for-profit businesses to advance the goals of both the organization and our clients. Mentored, trained, and coached staff of 15-20 to adhere to National Industry Standards for Housing Counseling. Coordinated and scheduled counselors to obtain Professional Development Units. Regularly audited client files to ensure that all counselors adhere to agency standards. Counseled clients on variety financial, credit, and housing issues. Helped clients understand and apply for options for housing counseling, including acquisition, delinquency, and refinancing..

**Key Accomplishments:**

- Organized and managed the day-to-day functions for New Jersey Home Keeper, a large scale, multi-year, \$2M+ project through New Jersey Housing & Mortgage Finance Agency, requiring collaboration from various units within Clarifi including counseling, marketing, and initiatives
  - Recognized by NJ HMFA for being a top volume agency for quality submissions
- Reorganized mediation processes for New Jersey Mediation resulting in increased agency funding opportunities & positive client

**Philadelphia Council for Community Advancement**

Philadelphia, PA

June 2007- April 2010

**Housing Counselor**

Counsel clients on a variety of financial, credit, and housing issues including Pennsylvania Housing Finance Agency's Homeowners Emergency Mortgage Assistance Program and Philadelphia Diversion Court. Helped clients understand and apply for options for housing counseling, including acquisition, delinquency, and refinancing.

**Consumer Credit Counseling Service of Delaware Valley**

Philadelphia, PA

March 1994- January 2007

**Certified Credit & Housing Counselor / Training Coordinator / Housing Coordinator**

Developed and maintained relationships with various nonprofit and state agencies, as well as for-profit businesses to advance the goals of both the organization and our clients. Mentored, trained, and coached staff. Regularly audit client files to ensure that all counselors adhere to agency standards. Coordinated and scheduled counselors to obtain Professional Development Units. Counsel clients on variety financial, credit, and housing issues. Help clients understand and apply for options for housing counseling, including acquisition, delinquency, and refinancing. Conducted workshops and education for first time home buyers.

**Key Accomplishments:**

- Assisted in the development and implementation of housing counseling program for agency
- Designed and implemented training of staff on HUD guidelines and procedures
- Trained counselors on pre-purchase counseling and settlement grants

**Third Federal Savings & Loan**

Philadelphia, PA

April 1991- March 1994

**Teller & Customer Service Representative**

Account opening, maintenance, and ensuring integrity of new accounts. Conducted customer transactions. Reviewed daily overdraft lists and handled customer questions. Helped customers to apply for loans.

**Education & Certifications**

**NeighborWorks**

Housing Counseling

Foreclosure Prevention

Home Equity Conversion Mortgage

**City of Philadelphia**

Anti-Predatory Lending

**Pennsylvania Housing Finance Agency**

Homeowners Emergency Mortgage Assistance Program

**National Foundation for Credit Counseling**

Certified Credit & Housing Counselor

**U.S. Department of Housing and Urban Development**

Loss Mitigation Training

Mark-to-Market Program Training

**Community College of Philadelphia**

Business Coursework

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

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

**Clarifi**

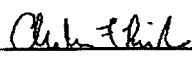
Name of Firm (Please print or type)

215-563-5665

Phone Number

Chelsea Barrish

Name (Please print or type)

  
Signature

August 30, 2021

Date

1635 Market St., 5th Flr., Phila., PA 19103

Address

215-563-7020

Fax Number

V.P. Program Impact

Title

cbarrish@clarifi.org

E-mail

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

#### **VI. COPELAND ANTI\_KICK-BACK ACT**

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

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

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

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

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

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

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

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

##### **Clean Air Act**

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

##### **Federal Water Pollution Control Act**

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

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

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

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

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



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

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

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

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

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

Accepted: Chelsea Barrish

Digitally signed by Chelsea Barrish  
DN: OU=VP Program Impact, O=Clarifit, CN=Chelsea  
Barrish, E=cbarrish@clarifit.org  
Reason: I am approving this document  
Location:  
Date: 2021-08-31 09:54:38

Date: 8/31/2021

Print Name and Title: Chelsea Barrish, V.P. Program Impact

Consumer Credit and Budget Counseling, Inc.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **CONSUMER CREDIT AND BUDGET COUNSELING, INC.** whose address is **299 South Shore Road, Marmora, NJ 08223** and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **CONSUMER CREDIT AND BUDGET COUNSELING, INC.** dated **August 25, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **CONSUMER CREDIT AND BUDGET COUNSELING, INC.** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **CONSUMER CREDIT AND BUDGET COUNSELING, INC.** has submitted the Certificate of Employee Information Report and;

**WHEREAS**, the Agency desires to enter into this Agreement with **CONSUMER CREDIT AND BUDGET COUNSELING, INC.** to provide **The New Jersey Housing Counseling Program**;

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

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

must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

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

IN WITNESS WHEREOF, CONSUMER CREDIT AND BUDGET COUNSELING, INC. and the Agency have executed this Agreement to be effective the day and year first written above.

New Jersey Housing and  
Mortgage Finance Agency

By: Melanie R Walter

Name: Melanie Walter

Title: Executive Director

Date: October 27, 2021

Consumer Credit and Budget  
Counseling, Inc.

By: RG

Name: Russell Graves

Title: Executive Director

Date: October 22, 2021

#### EXHIBIT LIST

Exhibit A- Agency's Request for Proposal dated **August 10, 2021**

Exhibit B- **CONSUMER CREDIT AND BUDGET COUNSELING, INC.'s** Proposal dated **August 25, 2021**

## **Required Narrative Responses to The Request for Qualifications for The New Jersey Housing Counseling Program**

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

Consumer Credit and Budget Counseling, Inc. (CCBC), a HUD-approved housing counseling agency, helps delinquent homeowners and those facing foreclosure. CCBC helps clients examine their current situation to determine if keeping the house is possible and the steps the clients will have to take to keep their home.

Unfortunately, for some who have found themselves in this position keeping their home is no longer a viable solution. Interestingly enough however, foreclosure is not always the best solution. There are other options available and the CCBC mortgage delinquency and foreclosure prevention counselor will discuss them with the client.

Counseling does NOT stop a foreclosure. However, many servicers agree to put the foreclosure process on hold during modification negotiations or while the homeowner is exploring an appropriate workout for the delinquency or default on the mortgage.

During the foreclosure counseling session, the counselor will:

1. Examine the client's current financial situation
2. Help them take a hard look at their current spending.
3. Help develop a budget that will determine the maximum possible funds available to make mortgage payments.
4. The reasons for the default will also be explored and documented (these reasons will be the basis for preparing a hardship letter).

The counselor will review the workout options available to the client and help determine whether the default can be resolved.

The counselor is expected to be brutally honest. In fact the client may not like the options available. But the counselor HAS to put together a REALISTIC proposal; this is to the client's benefit because a failed workout can leave the homeowner in a worse position.

If the client decides they do not like the options the counselor suggests, they will be encouraged to explore other solutions. However, they need to be warned to be careful



of any offers that sound too good to believe, because they usually are. There are predators that prey on homeowners grasping for any solution.

Together the client and the counselor will put together an action plan that will outline the options available and the recommendations that were developed during the counseling session.

One option CCBC employs to enhance negotiations with servicers is utilizing the New Jersey Court Foreclosure Mediation. CCBC, an approved statewide provider of this service, acts as an advocate in this program and can help guide homeowners through New Jersey's Court Mediation Program.

Regardless of the workout options that are appropriate for the client the mortgage servicer is going to need certain documentation to approve a workout. The client and the counselor will need to begin to assemble some important papers:

- Hardship Letter
- Current Financial Position (a worksheet is completed)
- Current Paystubs
- Tax Return and W2's (not Always)
- IRS Tax form 4506T
- The Emergency Budget that the counselor develops
- Mortgage Statement

The counselor must then review the file and documents to determine if there is a predatory lending issue that requires reporting.

The next step in the process involves the actual negotiation with the lender. Most lenders need the file developed with the client to be sent via fax, e-mail or upload. Then a conference call is initiated with the lender, the client and the counselor. The counselor should discuss the case with the lender and listen to what the lender proposes.

The proposal needs to be carefully examined to insure that it is within the abilities of the client and their budget. If the proposal is not viable, then the counselor should suggest to the lender on compromises that may be appropriate for the client.

The pros and cons of the workout need to be carefully explained to the client, but the final decision rests with the client.

All parties in the mortgage delinquency and foreclosure prevention counseling process have to understand that the entire process can take some time – up to three months. The counselor and the mortgage servicer understand that the homeowner is anxious about their situation, but the process does not happen overnight. The proposal needs to be examined for its merits and the information presented verified. And more to the point, counselors and servicers are overwhelmed with the volume of homeowners seeking assistance. Each of the parties must be patient with the process and each other.

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



### HUD CERTIFICATE

#### APPROVED HOUSING COUNSELING AGENCY

The U. S. Department of Housing and Urban Development approves the following entity as a Multi-State Organization.

**CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL  
FOUNDATION FOR DEBT MANAGEMENT (81761)  
299 S Shore Rd US Route 9 So  
Marmora, NJ 08223-1210**

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

**Counseling:**

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Reverse Mortgage Counseling

**Workshop:**

- Pre-purchase Homebuyer Education Workshops

Conditional Start Date: **July 29, 2021**

Conditional End Date: **October 27, 2021**

*Kisha J Wright*

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



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

**Consumer Credit and Budget Counseling** was founded in 1998 by members of the Graves Family. Each member of the family brought their previous experience in Credit Counseling as well as a commitment to treat each client with understanding and compassion. CCBC has slowly expanded beyond its modest beginnings to include a full-service premier HUD-approved Multistate housing counseling agency and is bonded and registered or licensed to provide financial counseling services in 47 states.

CCBC is a nonprofit consumer education and financial counseling agency. Our purpose is to educate individuals and families, enabling them to reach their financial goals, and solve their financial problems through financial literacy education, credit counseling, and comprehensive housing counseling.

As a multistate HUD-approved housing counselor, CCBC provides the required homeownership counseling for many first-time homeownership grant programs. CCBC also specializes in Mortgage Delinquency and Foreclosure Prevention for homeowners who have experienced difficulty making payments may be facing foreclosure.

Highlighted activity in the past three years:

- Under contract with the NJ HMFA, CCBC counseled 3,595 predominantly rental clients through the COVID Expanded Foreclosure Mediation Assistance Program (FMAP). CCBC was one of only two agencies that provided services statewide.
- Under contract with the NJ HMFA, CCBC counseled 877 mortgage delinquency clients in the last months of the NJ Hardest Hit program.
- Under contract with the Florida Housing Finance Agency, CCBC counseled 890 Reverse Mortgage clients experiencing financial hardship at risk of foreclosure. CCBC was the sole agency providing this counseling under the Florida Hardest Hit program. The program called ELMORE for Elder Mortgage Assistance counseled and assisted over 5,000 seniors.
- CCBC educated over 1,000 purchasers of two-to-four unit properties on the rights and responsibilities of being a landlord. CCBC's online course [www.LandlordCert.org](http://www.LandlordCert.org) is the only online landlord education course offered by a HUD-Approved housing counseling agency. Both Wells Fargo and Bank of America required this course as a prerequisite for approval of loans to clients purchasing small multi-unit properties who intend to occupy one of the properties.
- CCBC counseled and educated over 2,000 First Time Home Buyers. The online course [www.HomeBuyerCert.org](http://www.HomeBuyerCert.org) follows the National Industry Standards for Homeownership Education, and as such, this is a complete homeownership counseling and education course. HUD-Certified housing counselors provide one-on-one counseling sessions.
- CCBC provided credit counseling to over 45,000 clients nationwide suffering excessive unsecured debt.



## Consumer Credit and Budget Counseling d/b/a National Foundation For Debt Management

Consumer Credit and Budget Counseling d/b/a National Foundation for Debt Management (NFDMD) focuses its financial education on military personnel and their families through its Warrior Support Services Division. NFDMD provides financial education to low to moderate-income consumers through relationships with Habitat for Humanity and other non-profit organizations and our robust housing education and counseling department. We are proud of our accomplishments and the numbers below show our dedication to financial literacy education and counseling!

Education	2018	2019	2020	YTD 2021	Total
<b>Seminars</b>					
Adults	987	3,482	116	116	4,585
Military/Veterans	746	1,066	-	-	1,812
Students	138	45	-	-	183
Disaster Victims	155	217	-	-	372
Rental Outreach		-	1,091	2,250	2,250
Foreclosure Outreach	402	540	-	450	1,392
<b>Total number of participants</b>	<b>2,428</b>	<b>5,350</b>	<b>1,207</b>	<b>2,816</b>	<b>11,801</b>
<b>Total Seminars</b>	<b>32</b>	<b>39</b>	<b>9</b>	<b>9</b>	<b>89</b>

### Credit Counseling

<b>One-On-One Counseling</b>	<b>10,689</b>	<b>13,515</b>	<b>10,036</b>	<b>11,510</b>	<b>45,750</b>
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### Housing

HECM Counseling	576	606	649	794	2,625
PCLM (T&I) Foreclosure Counseling	449	319	46	58	872
NFMC / FinCap / Foreclosure	286	180	75	81	622
NJ Hardest Hit	694	183	-	-	877
FL Hardest Hit	210	680	-	-	890
New Homebuyer Counseling	255	411	626	788	2,080
Landlord Education		-	459	564	1,023
Rental Counseling		-	888	2,261	3,149
Benefits Checkups	1,034	1,199	1,675	3,193	7,101
<b>Total Housing Counseling</b>	<b>3,019</b>	<b>3,629</b>	<b>5,105</b>	<b>7,739</b>	<b>20,351</b>

<b>Total Educational Activity</b>	<b>16,150</b>	<b>22,500</b>	<b>16,348</b>	<b>22,071</b>	<b>77,902</b>
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**4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years;**

Heading the team is Russell Graves, the Executive Director of Consumer Credit and Budget Counseling d/b/a National Foundation for Debt Management, a HUD-approved Multi-State Organization and national nonprofit, licensed credit counseling agency he started with his family in 1998.

Drawing on his 35 years in personal finance, housing and banking experience, Mr. Graves is a highly regarded voice in housing stability counseling and advocate for sustainable and equitable housing. Through housing, generational wealth is achieved and Mr. Graves is a great counselor and advisor to families struggling to maintain homeownership.

Mr. Graves believes in working smart using technology-assisted counseling methods to maximize the one-on-one counselor time. "Better use of a counselor's time improves outcomes."

In addition to a Master's Degree in Finance, Mr. Graves holds professional designations of Accredited Financial Counselor, HUD Certified Housing Counselor, and an NCHCE Certification in Homeownership Counseling.

Mr. Graves' resume follows along with the resumes of Judy Sorensen, President, Igy Cruz, Director of New Jersey Counseling, and Heidi Hardy-Garrow, Director of Florida Counseling

# Russell Graves

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**Experience:** 3/1998-Present Consumer Credit & Budget Counseling  
299 South Shore Rd, Marmora, NJ 08223

## **Executive Director**

- Founded new startup nonprofit agency
- Housing Counselor – provides counseling and assistance the following programs:
  1. Pre-Purchase Counseling and Education
  2. Online Pre-Purchase Homebuyer Education
  3. Mortgage Delinquency/Default Counseling
  4. Reverse Mortgage Counseling
  5. Rental Housing Counseling
  6. Homeless Counseling
  7. Reverse Mortgage Taxes and Insurance Foreclosure intervention.
  8. High Cost Loan Counseling
  9. HOEPA Counseling
  10. Back To Work Program
  11. HAMP Post Modification
- Credit Counselor – Assists debtors to determine the available options to address their current debt situation as well as budget counseling.
- Bankruptcy Counselor – Until May 23, 2014 provided the required education and counseling under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (BAPCPA).

3/1998–9/1998 Coast Mortgage Corporation  
1410 Ocean Avenue, Sea Bright, NJ 07760-2226

## **Mortgage Representative**

- Well versed in loan originations and loan types.
- Trained in Underwriting of Loans
- Worked with credit challenged borrowers to reach their goal of Homeownership.

5/1997–3/1998 Consumer Credit and Debt Counseling  
1163 East Chestnut Avenue, Vineland, NJ 08360.

## **Credit Counselor**

- Developed analysis tools for debt counseling.
- Counseled clients on the intelligent use of credit.
- Assisted clients in reestablishing their credit to prepare for Homeownership.

2/1986–5/1997 Collective Bank  
158 Philadelphia Avenue Egg Harbor City, NJ 08215.

## **Assistant Vice President, Finance Department Manager, Investment Officer**

- Managed a profitable \$3 Billion portfolio of Mortgage backed Securities.
- Purchased Whole Loans and Mortgage Servicing from the RTC.
- Managed a staff of Financial Analysts and the Wire Room/Cash Management operations.

9/1984–2/1986      Collective Bank  
158 Philadelphia Avenue Egg Harbor City, NJ 08215

**Systems Analyst, Management Trainee**

- Interface between the Finance and Accounting Departments

**Education:**

9/1977–5/1984      University of Hartford  
200 Bloomfield Ave, West Hartford, CT 06117

- **B.S.**, Economics and Finance.
- **M.B.A.**, Finance



## Judith R. Sorensen

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<b>Education</b>	1991	JD	Thomas M. Cooley Law School	Lansing, MI
	1980	BA	St. Mary's College of Notre Dame	Notre Dame, IN

<b>Professional</b>	November 2002 – present	Clearwater, FL
	National Foundation For Debt Management, Inc.	

### **President**

- Supervise company legal activities and provide advice on all corporate matters
- Responsible for making recommendations regarding all long-range financial matters and to establish company-wide financial and administrative objectives, policies, programs and practices which ensure the company's continuously sound financial structure
- Approve all agreements concerning financial obligations such as contracts or other agreements requiring a commitment of financial resources
- Assist in the planning for growth and development of company and expansion and improvement of company facilities
- Oversee safety and soundness of internal quality policy and company regulatory policy to ensure all company operations comply with applicable laws and regulations
- Review and study regulatory changes to ensure the company's compliance and institute development or change of procedures, training programs, disclosures or forms as applicable.

May 2002 to November 2002	ebanc Funding	Clearwater, FL
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### **In-House Counsel & Compliance Officer**

- Manage regulatory compliance risks through risk assessments, loan review, compliance specific software and internal training.
- Conduct compliance testing, review and quality control reports and produce compliance reports as required;
- Work with staff to implement identified regulatory changes, including both state and federal;
- As required, implement correction process for issues identified;
- Conduct all systems testing for compliance and coordinate new product documentation;
- Manage the licensing requirements for all states;
- Coordinate the preparation for state exams;
- Update compliance manual and compliance plan as required;
- Review all marketing material and advertisements before distribution;
- Oversee compliance training programs and compliance information;
- Address consumer complaints

May 2001 to May 2002	ebanc Funding	Clearwater, FL
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### **Senior Vice President, Retail Loan Production**

- Responsible for the development and implementation of loan origination policy and procedure, product training and customer service.
- Responsible for recruiting, staffing, staff assessment, development of sales goals and compensation structure.
- Responsible for the daily management and operations of the sales staff.

11/2000 – 5/2001      Equistar Mortgage      St. Petersburg, FL

**Division Manager, Retail Loans**

- Daily management responsibility for start-up retail loan production department.
- Recruitment, hiring and training of all loan officers.
- Develop and implement policies and procedures for loan originations in VA, FHA, Subprime, Conventional, conforming, non-conforming 1st and 2<sup>nd</sup> lien loans.
- Develop and implement compensation structure of loan officers.

7/1999 – 3/2000      Fidelity Mortgage, Inc.      Tampa, FL

**Assistant Manager**

- Daily management responsibility of the loan origination department.
- Originated subprime mortgage loans
- Developed and implemented motivational and goal establishment programs.
- Performed audits to insure compliance with investor guidelines as well as state and federal regulatory policies and procedures.

9/1997 – 5/1999      Flagship Mortgage      St. Petersburg, FL

**Mortgage Analyst**

- Responsible for client financial analysis to assist in cost reduction and debt restructure.
- Recommended specific loan product(s) based on financial analysis.
- Originated 1<sup>st</sup> and 2<sup>nd</sup> mortgages, conventional and FHA, VA loans.

**1991 – 1997**      Private Law Practice      Fairfax, VA

- Independent legal counsel specializing in criminal, civil, family and real estate law. Represented clients in Family, District and Circuit Court. Drafted pleadings, motions, orders and legal contracts/agreements. Maintained adjunct position as court-appointed criminal counsel for the Fairfax County Juvenile and Domestic Relations Court.

1989 – 1990      The Honorable Peter D. Houk      Lansing, MI

**Law Clerk, Ingham County Circuit Court**

- Performed routine legal research and drafted opinions and orders. Responsible for calendar control, maintaining correspondence with attorneys and scheduling all pre-trial conferences and status conferences in civil cases. Performed all administrative duties in chambers and courtroom.

**Professional  
Affiliations/Bar  
Admissions**

Virginia State Bar, Supreme Court of Virginia, Virginia Supreme Court  
Certified Mediator, Virginia Supreme Court Certified Guardian *ad litem*

**Professional  
Activities**

Extensive public speaking; President & Board Chair, Financial  
Counseling Association of America

# Ignatius Cruz

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## **EMPLOYMENT HISTORY**

### **Consumer Credit and Budget Counseling, Inc.**

*Certified Foreclosure Counselor & Customer Service Agent*

**Marmora, NJ**

*February 2003 to Present*

- Lead financial literacy seminars throughout NJ to a wide variety of community groups
- Maintain internal and external communications with clients and government officials
- Provide credit counseling and education about budgeting and debt management
- Counsel first-time home buyers
- Offer bilingual services to Spanish-speaking clients
- Proven ability to navigate federal and state regulations
- Certified foreclosure counselor in the New Jersey State Judiciary Mediation Program

### **Contempo Medical, Inc.**

*Marketing Coordinator & Customer Service Representative*

**Vineland, NJ**

*July 1992 to January 2003*

- Wrote copy, designed, and coordinated all television, video, radio, and print advertising
- Implemented start up of new operations in Puerto Rico
- Served as bilingual liaison for the Puerto Rico office
- Managed national trade show exhibitions and seminars
- Qualified durable medical equipment patients under Medicare and insurance standards
- Participated in the engineering, production, marketing, and distribution processes

### **The Prudential Insurance Co.**

*Supervising Claim Advisor, A.A.R.P. Operations*

**Laurel, MD & Millville, NJ**

*October 1985 to June 1992*

- Managed and trained several teams ranging in size from 8 to 22 employees that performed various aspects of health insurance claim processing under internal and Medicare guidelines. Ensured daily compliance with performance metrics.
- Opened a new operations office in Laurel, MD and trained 50 new employees.
- Implemented departmental quality improvement programs on a daily basis.
- Designed customer service training guidelines that improved product quality, increased productivity and enhanced customer satisfaction.

## **CERTIFICATIONS**

- Certified Residential Housing Counselor
- Certified Foreclosure and Default Counselor
- Certified Personal Finance Counselor

## **EDUCATION**

### **Cumberland County Community College**

**Vineland, NJ**

- Coursework in liberal arts studies. Worked full time while enrolled in school.

### **Vineland High School**

**Vineland, NJ**

- Earned high school diploma. Studied Spanish and French.



## Heidi M Hardy



Highly motivated, people-oriented professional with 20 years of experience in the Telecommunications field. Demonstrated ability to handle multiple priorities with excellent communication skills, both oral and written. Dependable, hardworking and goal oriented. Proficient in speedwriting, Microsoft Word, Excel, PowerPoint, Outlook, Publisher and Visio.

### EMPLOYMENT HISTORY

**11/03 – Current: National Foundation for Debt Management/PlanFirst Financial Solutions;**  
Clearwater, Florida.

February 2015: Housing Manager

- ◆ Accomplishes department objectives by managing staff; planning and evaluating department activities.
- ◆ Accomplishes staff results by communicating job expectations; planning, monitoring, and appraising job results.
- ◆ Implement processes and procures for new programs.
- ◆ Oversee and assist new program success such as ELMORE

September 2012: Debt Management Counseling Manager

- ◆ Interview, hire and train counselors
- ◆ Manage stats and payroll
- ◆ Monitor and work with counselors to improve

August 2010: HUD Certified Counselor and Trainer

- ◆ Florida Hardest Hit Advisor
- ◆ Pre-mediation Counseling
- ◆ Process and Procedural Development

September 2007: Human Resources Manager/Benefit Administrator

- ◆ Processed all new hires and employee transfers in accordance with EEO policies and procedures, and in line with affirmative action objective.
- ◆ Coordinated Open Enrollment meetings, materials and communications
- ◆ Administered leaves in compliance with federal and state laws while maintaining relationship with employees while on Leave regarding medical benefits and FMLA or Disability Notifications. Maintained accurate leave tracking.
- ◆ Reviewed and revised HR policies in compliance with changing or new legislation.
- ◆ Administered benefits including 401(k), medical, vision, STD, LTD, Life, AD&D.
- ◆ Assisted in 401(k) audits
- ◆ Conducted Section 125 audits
- ◆ Advised and Conducted three sizable company reductions
- ◆ Administer workers compensation and unemployment compensation claims.
- ◆ Communicated with Ceridian to initiate COBRA packages and ensure COBRA offerings were timely and compliant.
- ◆ Tracked and reported recent ARRA benefit in order to receive appropriate tax credit.
- ◆ Process, submit and review company payroll bi-weekly, then made the change to semi-monthly
- ◆ Advised & handled the more complex employee relations issues.
- ◆ Successfully administered a Department of Labor audit with no violations.
- ◆ Flew to Managua, Nicaragua to train Sales and initiate a sales force offshore. September 2008

April 2007: Quality Control Manager

- ◆ Flew to Manila, Philippines to train Customer Service to initiate a Customer Service Center offshore. August 2007
- ◆ Reviewed sales submitted by Affiliates to ensure they met company standards before overseeing the processing of the sales.
- ◆ Liaison for Affiliates regarding Quality Control

August 2004: Training Manager

- ◆ Implement training Operation departments, Credit Counseling departments and a myriad of procedures and processes.
  - Routinely took Sales and Customer Service calls to preserve the techniques necessary for training.
- ◆ Miscellaneous Projects
  - Created the Business Continuity Plan through coordinating meetings with each Department Director and tested successful during a hurricane.
  - Created Departmental Responsibility Courses and Cross Trained issuing Certifications
  - Streamlined departmental company letters that are automatically generated to create uniformity and reduce human error.
    - Worked with all departmental managers, IT and Legal Counsel to implement this project as well as had these letters translated into Spanish.
  - Developed all Operations Department's 90-Day Evaluations for counselors that are 90-days employed

June 2004: Client Advocacy Counselor

- ◆ Handled escalation and cancelation calls transferred from Operations departments
- ◆ Called creditors when necessary to try and resolve client issues
- ◆ Type letters requested by clients to recommend them for additional loans

May 2004: Research & Recovery Counselor

- ◆ Rescheduled clients payments and communicated these changes to Accounting

November 2003: Customer Service Counselor

- ◆ Identified, research and resolve customer issues using CreditSoft
- ◆ Followed-up on customer and creditor inquires not immediately resolved
- ◆ Research of billing issues
- ◆ Research misapplied payments
- ◆ Recognized, documented and alerted the supervisor of trends in client calls
- ◆ Special Projects
  - Typed and distributed departmental meeting minutes
  - Typed letters requested by clients to recommend them for additional loans

## EDUCATION

Saint Petersburg College – Clearwater Campus  
General A.A.

## CERTIFICATION

- ◆ HUD Certified Counselor
- ◆ HECM Certified Counselor
- ◆ PFE Certified Debt Management Professional
- ◆ HUD Foreclosure Prevention Certification
- ◆ NACCC Certified Credit Counselor Certification

## REFERENCES

Available upon request.



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

Consumer Credit and Budget Counseling has two offices in New Jersey (Montclair and Marmora) and provides housing counseling statewide. CCBC has helped clients in every city and county in the state and will continue to provide needed services to all in need regardless of their location in New Jersey.



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

Consumer Credit and Budget Counseling is a HUD-approved Multistate Housing Counseling Agency. CCBC employs fifteen HUD-Certified Housing Counselors (or soon-to-be HUD-Certified counselors) in three offices and is currently advertising to fill two more positions and develop additional HUD-Certified counselors.

CCBC's counselor resources are assigned to the area of greatest need regardless of the counselor's physical location. In other words, if New Jersey has a program that requires additional counselor resources, a Florida-Based counselor (or counselors) is assigned to the program. This sharing of counselor resources within the CCBC multistate agency is a very efficient model and ensures that program needs are met.

Our distributed counselor model allows CCBC to adjust resources quickly in response to variable program needs and reduce the effect of localized disruptions. One disaster or weather event will not bring down CCBC's ability to meet contractual obligations and serve the clients in need.



## **7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;**

The term "negotiate" may be a misnomer as most modification decisions rest with the servicer and the investor and are not negotiable as the term is commonly used. Servicers have to follow strict guidelines dictated by the investor. The investors will dictate actions to modify a loan. These actions are typically specified in a "waterfall"; a specific set of changes the investor will allow in the loan structure to make the loan affordable for the borrower.

For the Government Sponsored loans, this waterfall or steps include:

1. Capitalizing eligible arrears
2. Reducing the fixed interest rates
3. Extending the term of the loan to 480 months (40 years)
4. Forbearance of the principal.

The servicer must apply these waterfall steps in order to see whether it can produce an affordable modification for the client. Frequently the client's income is not sufficient to pay even the fully modified mortgage payment. The proposed modification must reduce the mortgage payment, which is challenging to produce if the client had a previous modification or if the arrears are so significant as only to create a higher modified payment. Additionally, the mortgage expense must meet the front end 30% debt to income ratio to be considered affordable.

The COVID 19 pandemic housing recovery waterfalls include broader payment reductions for those most in danger of losing their homes due to COVID-19 financial hardships. In addition, homeowners that may have used the maximum modifications allowed by the investor will not be denied the opportunity for an additional COVID-19 recovery modification.

A Homeowner Assistance Grant does change the nature of the process. The Homeowner Assistance Fund (HAF) payment reduces the arrearage and may allow homeowners with lower incomes to qualify for a permanent modification as long as their income is sustainable (Unemployment is not considered sustainable). Homeowners who have not stabilized their income may not be eligible for a permanent modification, but the HAF payment will buy them time to seek employment or develop sustainable income.

With an approved HAF grant in hand for a distressed borrower, actual negotiation may come into play as, finally, it is not just a one-sided modification process. The housing counselor now has something to negotiate with to improve the outcome of the request. There will be many situations where the HAF grant funds will allow the borrower to receive a permanent modification that was not sustainable without the assistance.

CCBC has experienced trained HUD-Certified counselors who worked in housing counseling during the last housing crisis and have the institutional knowledge to produce successful outcomes for our clients.

## 8. Physical location of office(s);

- 299 South Shore Rd., Marmara, New Jersey 08223
- 26 Park Street, Ste 2000, Montclair New Jersey 07042
- 14104 58th Street North, Clearwater, FL 33760

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

Servicer	Contact	Phone Number
Wells Fargo	Jennifer Hampton	877-639-6408
Cenlar	Mrs. West #3835	800-223-6527
Fay Servicing	Mary	800-495-7166
Rushmore	Mr. Garubo	888-504-7300/888-616-5400
Bayview	Hector	800-457-5105
Carrington	Kendra	800-561-4567



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

Any of the following counselors will be available to provide counseling for the New Jersey Housing Counseling Program.

Counselor	Location	Experience	Certification
Igy Cruz (Bilingual Spanish)	Marmora & Montclair NJ	18 Years	Yes
Russell Graves	Marmora & Montclair NJ	23 Years	Yes
Mindy Holbrook	Marmora NJ	7 Months	Yes
Michelle Davis	Marmora & Montclair NJ	8 years	Studying for Certification Test
Jenn Pascale	Clearwater FL	17 Years	Yes
Amy Bolt	Clearwater FL	14 years	Yes
Lisa Overlin	Clearwater FL	1 Year	Yes
Heidi Hardy	Clearwater FL	18 Years	Yes
Christopher Hukki	Clearwater FL	3 Months	Yes
Jimmy Jones	Clearwater FL	1 Month	Test Scheduled 9/14
LaToria Marshal	Clearwater FL	1 Month	Test Scheduled 9/17
Eric Thomas	Clearwater FL	4 years	Yes
Matthew Thomas	Clearwater FL	1 Month	Test Scheduled 9/13
Frederick Cachilli	Clearwater FL	1 Month	Test Scheduled 9/13
Michael French	Clearwater FL	1 Month	Test Scheduled 9/14
New Bilingual Counselor	Marmora or Montclair NJ		
New Bilingual Counselor	Clearwater FL		

# Ignatius Cruz

[REDACTED]  
[REDACTED]  
[REDACTED]

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## **EMPLOYMENT HISTORY**

### **Consumer Credit and Budget Counseling, Inc.**

*Certified Foreclosure Counselor & Customer Service Agent*

**Marmora, NJ**

*February 2003 to Present*

- Lead financial literacy seminars throughout NJ to a wide variety of community groups
- Maintain internal and external communications with clients and government officials
- Provide credit counseling and education about budgeting and debt management
- Counsel first-time home buyers
- Offer bilingual services to Spanish-speaking clients
- Proven ability to navigate federal and state regulations
- Certified foreclosure counselor in the New Jersey State Judiciary Mediation Program

### **Contempo Medical, Inc.**

*Marketing Coordinator & Customer Service Representative*

**Vineland, NJ**

*July 1992 to January 2003*

- Wrote copy, designed, and coordinated all television, video, radio, and print advertising
- Implemented start up of new operations in Puerto Rico
- Served as bilingual liaison for the Puerto Rico office
- Managed national trade show exhibitions and seminars
- Qualified durable medical equipment patients under Medicare and insurance standards
- Participated in the engineering, production, marketing, and distribution processes

### **The Prudential Insurance Co.**

*Supervising Claim Advisor, A.A.R.P. Operations*

**Laurel, MD & Millville, NJ**

*October 1985 to June 1992*

- Managed and trained several teams ranging in size from 8 to 22 employees that performed various aspects of health insurance claim processing under internal and Medicare guidelines. Ensured daily compliance with performance metrics.
- Opened a new operations office in Laurel, MD and trained 50 new employees.
- Implemented departmental quality improvement programs on a daily basis.
- Designed customer service training guidelines that improved product quality, increased productivity and enhanced customer satisfaction.

## **CERTIFICATIONS**

- Certified Residential Housing Counselor
- Certified Foreclosure and Default Counselor
- Certified Personal Finance Counselor

## **EDUCATION**

### **Cumberland County Community College**

**Vineland, NJ**

- Coursework in liberal arts studies. Worked full time while enrolled in school.

### **Vineland High School**

**Vineland, NJ**

- Earned high school diploma. Studied Spanish and French.



# Russell Graves

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[REDACTED]  
[REDACTED]  
[REDACTED]

**Experience:** 3/1998-Present Consumer Credit & Budget Counseling  
299 South Shore Rd, Marmora, NJ 08223

## **Executive Director**

- Founded new startup nonprofit agency
- Housing Counselor – provides counseling and assistance the following programs:
  1. Pre-Purchase Counseling and Education
  2. Online Pre-Purchase Homebuyer Education
  3. Mortgage Delinquency/Default Counseling
  4. Reverse Mortgage Counseling
  5. Rental Housing Counseling
  6. Homeless Counseling
  7. Reverse Mortgage Taxes and Insurance Foreclosure intervention.
  8. High Cost Loan Counseling
  9. HOEPA Counseling
  10. Back To Work Program
  11. HAMP Post Modification
- Credit Counselor – Assists debtors to determine the available options to address their current debt situation as well as budget counseling.
- Bankruptcy Counselor – Until May 23, 2014 provided the required education and counseling under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (BAPCPA).

3/1998–9/1998 Coast Mortgage Corporation  
1410 Ocean Avenue, Sea Bright, NJ 07760-2226

## **Mortgage Representative**

- Well versed in loan originations and loan types.
- Trained in Underwriting of Loans
- Worked with credit challenged borrowers to reach their goal of Homeownership.

5/1997–3/1998 Consumer Credit and Debt Counseling  
1163 East Chestnut Avenue, Vineland, NJ 08360.

## **Credit Counselor**

- Developed analysis tools for debt counseling.
- Counseled clients on the intelligent use of credit.
- Assisted clients in reestablishing their credit to prepare for Homeownership.

2/1986–5/1997 Collective Bank  
158 Philadelphia Avenue Egg Harbor City, NJ 08215.

## **Assistant Vice President, Finance Department Manager, Investment Officer**

- Managed a profitable \$3 Billion portfolio of Mortgage backed Securities.
- Purchased Whole Loans and Mortgage Servicing from the RTC.
- Managed a staff of Financial Analysts and the Wire Room/Cash Management operations.

9/1984–2/1986      Collective Bank  
158 Philadelphia Avenue Egg Harbor City, NJ 08215

**Systems Analyst, Management Trainee**

- Interface between the Finance and Accounting Departments

**Education:**

9/1977–5/1984      University of Hartford  
200 Bloomfield Ave, West Hartford, CT 06117

- **B.S.**, Economics and Finance.
- **M.B.A.**, Finance

# Mindy Holbrook

Phone: [REDACTED] | Email: [REDACTED]  
Address: [REDACTED]

## Professional Summary

Versatile, dedicated, and independently-driven professional with extensive administrative and office coordination experience. Adept at streamlining workflow processes for management, improving overall productivity, and ensuring accurate data input. Energetic and goal-oriented with an impressive performance record and a well-rounded background in optimizing internal support performance. Currently seeking an Administrative/Clerical Support position which will effectively utilize all skills, abilities, and areas of expertise as follows:

- Administrative Support
- Customer Service
- Employee Training
- Meeting Coordination
- Appointment Scheduling
- Report Generation
- Google Suite - Calendar, Drive, Docs, Sheets, Slides, Forms
- MS Word, MS Excel, MS Access, MS Outlook
- ZOOM, Google Meets
- Office Management
- Data Input/Auditing
- Record/File Maintenance
- Internet/Online Research
- Team Collaboration
- Database Administration
- Clockify
- Multitasking
- Quickbooks
- Billing/Invoicing
- Guest Relations/Greeting
- Calendar Management
- Spreadsheet Reporting
- Document Drafting
- IRS Form Submittal
- Notary Public
- Cash Handling

## Core Competencies

- Providing administrative support to management, such as answering/screening phone calls, scheduling meetings, creating/mailing correspondence, organizing files/reports, and resolving discrepancies.
- Assisting with several clerical and office operations, including copying, filing, ordering supplies, faxing, distributing mail, generating reports, and projects as assigned by senior management.
- Responding to customer inquiries and resolving all problems while ensuring the delivery of exceptional customer facing through fast and accurate responses.
- Solving problems and issues by utilizing finely-honed interpersonal and communication skills while nurturing relationships with clients, superiors, coworkers, and other business professionals.
- Conducting research, supporting staff, billing clients, analyzing/reporting data, organizing and managing filing systems, and utilizing the office database to input/retrieve information.
- Ability to prioritize tasks and maintain consistent dependability.
- Submitting finalized currency transaction reports to the IRS, compiling data from software systems in various departments, and performing audits of data to ensure accuracy.

## **Professional Experience**

T.Byrd Training Center 1501 S. New Road, Pleasantville, NJ 08232

### **Certifications:**

Microsoft Office Professional and Quick Books

Business and Virtual Project Development

**Mariner Finance**, Egg Harbor Township, NJ, Account Rep

Branch office of national consumer lending firm, specializing in debt consolidation and higher-risk borrowers.

1 year

**Jomar Corp.**, Egg Harbor Township, NJ , Shipping Clerk

Multi-million dollar industry leader in manufacture and export of injection blow-molding machinery.

1 year

**Borgata**, Atlantic City, NJ , Regulatory Compliance Representative

4 years

Provided administrative support in Regulatory Compliance Department for casino-hotel resort. Involved compiling, auditing, and reviewing financial and operational reports for SEC, IRS, NJ Gaming Enforcement submissions.

**Showboat Casino**, Atlantic City, NJ · Regulatory Compliance Coordinator

13 years

Provided administrative support in Regulatory Compliance Department for casino-hotel resort. Involved compiling, auditing, and reviewing financial and operational reports for SEC, IRS, NJ Gaming Enforcement submissions.

**References Available Upon Request**

## **Michelle L. Davis**



### **PROFESSIONAL SUMMARY**

Results-oriented Banking and Retail Manager with over 20 years' experience in the management of banking and store operations. Extensive supervisory, staff training and development, and employee motivation background in a sales/customer-driven environment. Board-base skills in compiling and interpreting data for inclusion in a daily, weekly, monthly, quarterly, and annual reports. Possess excellent communications, human relations and people skills. Energetic and creative with a proactive working style.

### **EXPERIENCE**

#### **Case Management**

05/2018 -01/2020 Catholic Charities – Atlantic City, New Jersey

Homeless Prevention Raid Re- housing program: arrangement, coordination, monitoring and delivery of service related to meeting housing needs of program participants. Such service includes developing an individualized housing and self-sufficiency plan including job search and career advancement. Monthly monitoring and evaluation of program participant's progress for the duration of assistance. Follow up at 3-month, 6-month, 9- month and 12- month intervals. Credit repair, budgeting and money management, review client's credit report, outstanding debt, including judgments and work with client to create a financial stability plan.

#### **Housing Counselor / Office Manager**

12/2012- 02/2018 - Urban League for Bergen County – Englewood, NJ

Meet with clients to provide one-on-one counseling and education about their individual financial circumstance. Analyze client's financial status, cash flow and credit to determine readiness for homeownership or ability to retain their home. Determine client's ability to reach goals for homeownership or home retention by developing and implementing an action plan and timeline to overcome obstacles. Determine eligibility for various lending programs and workout options. Build relationships with lenders, realtors, and other professionals in the field to develop referral source

#### **Assistant Store Manager**

06//2011-12/2011 St. John Outlet – Atlantic City, NJ

Luxury women's clothing and accessories store. Generated repeat business through exceptional customer service. Trained and develop new associates on POS system and key sales tactics. Scheduled and led weekly store meetings for all employees. Hired and evaluated personnel in sales and marketing.

**Owner/ Manager**

07/2007 -06/2010 Mechi's Boutique – Northfield, New Jersey

Luxury men's clothing and accessories store. Analyze data to determine what modifications may be required to meet sales objective. Collect and evaluate sales reports. Drive optimal customer satisfaction, associate productivity, and P&L results, develop business strategies to raise our customer pool, expand store traffic and optimize profitability Train staff in sales techniques, identifying trends, and meeting customer requirements. Meet sales goals by training, motivating, mentoring sales staff. Ensure high levels of customer satisfaction through excellent service. Collaborate with luxury wholesalers, setting store and employee goals.

**Branch Manager**

04/1999 – 06/2007 Bank of America – Ventnor, New Jersey

Ability to set the tone of the branch to provide an exceptional customer experience and engaging culture. Partner with tellers to make every entrance into the branch a warm and welcome one. Coaching and mentoring employee on proper behaviors, sales techniques, service expectations to improve results. Generate sales leads through community outreach activities, developing business partners and building internal relationships to drive deposits and investment growth for the branch. Worked with partner including financial advisors and home lending advisors to grow investments. Conduct and approve quarterly and yearly performance evaluations of associates. Deliver training sessions on new banking center incentives, marketing and compliance. Organize and finalize residential, commercial and personal lines lending, processing.

**EDUCATION**

Phoenix College, Phoenix, Arizona  
Major: Business Economics.

Taylor Business Institute, Pomona, New Jersey  
Certificate of Completion: Fashion Merchandising

Neighbor works America Training Institute:  
Certificate of Completion: Foreclosure Prevention  
Certificate of Completion: Loss Mitigation  
Certificate of Completion: Reverse Mortgage



# Jennifer Pascale

## Objective

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To secure a position with a stable and profitable organization that offers growth opportunities and allows me to utilize my leadership skills and business experience.

## Experience

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2004-Present	<b>National Foundation for Debt Management</b>	Clearwater, FL
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2011-Present

***Foreclosure/Loss Mitigation counselor***

- Court Ordered Mediation Advisor
- ELMORE Advisor – Helped 2,051 clients remain in their homes
- Ensured all files were complete prior to underwriting hand-off
- Loss mitigation assistance for both reverse and forward mortgages
- Work to negotiate with lender for the homeowner to prevent foreclosure
- Assisted clients in budget analysis, document preparation and program applications
- Assisted clients in understanding all loan work-out options

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2006-Present

***Reverse Mortgage Counselor –Team lead***

- Supervised team of HECM/Housing counselors
- Motivate and train new associates and provide annual evaluations
- Payment processing and Reports
- FHA connect administrator
- Educate clients on reverse mortgages and other financial options
- Provide guidance and resources to enable the client to make an informed decision
- Create client files and provide clients with counseling certificates
- Appointment setting/ Customer service

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2004-2006

***Senior Credit Counselor***

- Assess financial status of clients
- Review client income, assets, debts, expenses, credit reports
- Assisted clients in budget analysis, money management and financial planning
- Create debt management plans to assist clients to meet financial goals.

## **Education**

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Florida Metropolitan University

Clearwater, FL

### **Associate in Business Marketing**

- Degree Obtained in June, 2007

1998-1999

St. Pete Junior College

Clearwater, FL

### **Associates of Science**

- General Studies

## **Summary of Qualifications**

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- HUD certified housing counselor
  - NACCC Certificate - Credit Counseling
  - HUD Certificate - Reverse Mortgage Counseling
  - HUD certificate - Foreclosure Mediation Counseling
  - Proficient in Microsoft Office Suite, Outlook & Exchange
  - Ability to operate various copiers, printers, scanners, fax machines, digital cameras and software.
  - Received awards for quality and production at National Foundation for Debt Management
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# Amy M. Bolt

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## **CAREER OBJECTIVE:**

To further my own financial education so I can pass along my knowledge to CC&BC/NFDM clients. I look forward to working with the company far into the future.

## **Profile**

Originally hired as a Reverse Mortgage Counselor in March of 2007, I was promoted to Team Leader within the department in March 2008. In May of 2010, I was invited to complete HUD's training to become a certified Loss Mitigation counselor. I began Foreclosure Mediation counseling in September of 2010. I continue to assist borrowers seeking loan modifications, or other loss mitigation options, directly from their servicers.

## **EDUCATION**

- HUD-Approved Housing Counselor (12/2017)
- Certified Reverse Mortgage Counselor (05/2007, most recent examination 07/2018)
- Certified Loss Mitigation Counselor (05/2010)
- Completed Senior Sensitivity Training
- Completed internal Credit Counseling Training
- Former licensed Life and Health Insurance Agent (2005)
- Graduate of Norfolk County Agricultural High School (1999)
- Completed 4 semesters at University of South Florida, Tampa (1999-2000)

## **SPECIAL SKILLS**

- Well versed in most Microsoft software, i.e. Word, Excel, Outlook
- Ability to operate a variety of printers, fax machines, copiers, computers, and digital cameras
- Some experience with legal documents such as Non-Disclosure Agreements, Lease Agreements, Consulting/Finder's Fee Agreements, Liability Release Agreements
- Scheduling, Budgeting, and Sales Projections experience
- Key descriptive terms: Multi-tasking, proactive, self-sufficient, productive, empathetic

## **MEMBERSHIPS/AFFILIATES**

none

## Heidi M Hardy

Highly motivated, people-oriented professional with 20 years of experience in the Telecommunications field. Demonstrated ability to handle multiple priorities with excellent communication skills, both oral and written. Dependable, hardworking and goal oriented. Proficient in speedwriting, Microsoft Word, Excel, PowerPoint, Outlook, Publisher and Visio.

### EMPLOYMENT HISTORY

**11/03 – Current: National Foundation for Debt Management/PlanFirst Financial Solutions;**  
Clearwater, Florida.

February 2015: Housing Manager

- ◆ Accomplishes department objectives by managing staff; planning and evaluating department activities.
- ◆ Accomplishes staff results by communicating job expectations; planning, monitoring, and appraising job results.
- ◆ Implement processes and procures for new programs.
- ◆ Oversee and assist new program success such as ELMORE

September 2012: Debt Management Counseling Manager

- ◆ Interview, hire and train counselors
- ◆ Manage stats and payroll
- ◆ Monitor and work with counselors to improve

August 2010: HUD Certified Counselor and Trainer

- ◆ Florida Hardest Hit Advisor
- ◆ Pre-mediation Counseling
- ◆ Process and Procedural Development

September 2007: Human Resources Manager/Benefit Administrator

- ◆ Processed all new hires and employee transfers in accordance with EEO policies and procedures, and in line with affirmative action objective.
- ◆ Coordinated Open Enrollment meetings, materials and communications
- ◆ Administered leaves in compliance with federal and state laws while maintaining relationship with employees while on Leave regarding medical benefits and FMLA or Disability Notifications. Maintained accurate leave tracking.
- ◆ Reviewed and revised HR policies in compliance with changing or new legislation.
- ◆ Administered benefits including 401(k), medical, vision, STD, LTD, Life, AD&D.
- ◆ Assisted in 401(k) audits
- ◆ Conducted Section 125 audits
- ◆ Advised and Conducted three sizable company reductions
- ◆ Administer workers compensation and unemployment compensation claims.
- ◆ Communicated with Ceridian to initiate COBRA packages and ensure COBRA offerings were timely and compliant.
- ◆ Tracked and reported recent ARRA benefit in order to receive appropriate tax credit.
- ◆ Process, submit and review company payroll bi-weekly, then made the change to semi-monthly
- ◆ Advised & handled the more complex employee relations issues.
- ◆ Successfully administered a Department of Labor audit with no violations.
- ◆ Flew to Managua, Nicaragua to train Sales and initiate a sales force offshore. September 2008

April 2007: Quality Control Manager

- ♦ Flew to Manila, Philippines to train Customer Service to initiate a Customer Service Center offshore. August 2007
- ♦ Reviewed sales submitted by Affiliates to ensure they met company standards before overseeing the processing of the sales.
- ♦ Liaison for Affiliates regarding Quality Control

August 2004: Training Manager

- ♦ Implement training Operation departments, Credit Counseling departments and a myriad of procedures and processes.
  - Routinely took Sales and Customer Service calls to preserve the techniques necessary for training.
- ♦ Miscellaneous Projects
  - Created the Business Continuity Plan through coordinating meetings with each Department Director and tested successful during a hurricane.
  - Created Departmental Responsibility Courses and Cross Trained issuing Certifications
  - Streamlined departmental company letters that are automatically generated to create uniformity and reduce human error.
    - Worked with all departmental managers, IT and Legal Counsel to implement this project as well as had these letters translated into Spanish.
  - Developed all Operations Department's 90-Day Evaluations for counselors that are 90-days employed

June 2004: Client Advocacy Counselor

- ♦ Handled escalation and cancelation calls transferred from Operations departments
- ♦ Called creditors when necessary to try and resolve client issues
- ♦ Type letters requested by clients to recommend them for additional loans

May 2004: Research & Recovery Counselor

- ♦ Rescheduled clients payments and communicated these changes to Accounting

November 2003: Customer Service Counselor

- ♦ Identified, research and resolve customer issues using CreditSoft
- ♦ Followed-up on customer and creditor inquires not immediately resolved
- ♦ Research of billing issues
- ♦ Research misapplied payments
- ♦ Recognized, documented and alerted the supervisor of trends in client calls
- ♦ Special Projects
  - Typed and distributed departmental meeting minutes
  - Typed letters requested by clients to recommend them for additional loans

## EDUCATION

Saint Petersburg College – Clearwater Campus  
General A.A.

## CERTIFICATION

- ♦ HUD Certified Counselor
- ♦ HECM Certified Counselor
- ♦ PFE Certified Debt Management Professional
- ♦ HUD Foreclosure Prevention Certification
- ♦ NACCC Certified Credit Counselor Certification

## REFERENCES

Available upon request.



# Lisa Overlin

## Career Summary

- Core knowledge of business process improvement with multiple communication strategies to promote positive outcomes
- Experienced with engaging culturally and chronologically diverse clientele
- Ability to work in fast past environments while adhering to strict time constraints
- Service minded professional with 4+ years in clinical social service administration with additional responsibilities within various public and private school systems

## Education

- |                              |   |
|------------------------------|---|
| • Indiana University         | <b>Bachelor of Behavioral Science</b>               |
| • University of Indianapolis | <b>Nursing Home Designee Certificate</b>            |
| • St. Petersburg College     | <b>CGS 1100 Computer Applications – Spring 2020</b> |

## Technical and Soft Skills

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Microsoft 365</li><li>• Windows 7/10 experience</li><li>• Client Facing</li><li>• Strong analytical skills</li><li>• Business crisis resolution</li></ul> | <ul style="list-style-type: none"><li>• Merchandising Peer training and coaching</li><li>• Microsoft Word</li><li>• Clear and concise Communication</li><li>• Microsoft Excel</li><li>• Proven leadership skills</li></ul> |
|---|--|

## Experience

### **Interview Clerk**

**Florida Department of Children & Families, Community & Social Services**

- Intakes client data information into database
- Maintains necessary files and records
- Interviews applicants to determine type of eligibility for services and public assistance needs.

Virtual/ Tampa, FL  
May 2020 - Currently

### **Jewelry Sales Consultant**

**Landing Company**

- Shared product knowledge and formed professional relationships with customers
- Guided customers to select special pieces for their selves and as gifts
- Completed organizing of merchandise, and cleaning store as assigned
- Proficiency with point of sale with Mac system for sales check out processing cash and credit

Madeira Beach, FL  
June 2019 – May 2020

### **Teacher Assistant**

**Woodlawn Community Academy**

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Taught with supervision Math, Reading, &amp; Spelling in small groups &amp; one on one</li><li>• Adapted learning activities &amp; materials to meet individual needs</li><li>• Provided regular feedback on students to teachers &amp; parents</li><li>• Administrative tasks</li></ul> | <ul style="list-style-type: none"><li>• Supervised students in between classes, during recess, lunch, &amp; car line dismissal</li><li>• Collected and accounted for monies</li><li>• Upheld a calm classroom environment conducive to learning &amp; suitable to physical, social, &amp; emotional development of students</li></ul> |
|--|---|

Clearwater, FL  
Aug. 2018- Aug. 2019

**Supervisor****Bealls Outlet**

Largo, FL

May 2017 – Aug. 2018

- Administers outstanding consistent customer service
- Training & coaching associates
- Collaborates with manager & staff to reduce shrink
- Balance daily cash registers, store cash totals & deposits
- Prioritizes, plans, & classifies daily & weekly plans
- Executes business action and merchandise plans

**Economic Self Sufficiency Specialist I****Florida Department of Children & Families, Community & Social Services**

Largo, FL

Mar. 2017 – Apr. 2017

- Interviewed public assistance applicants while entering client's data into computer-based eligibility system obtaining and verifying data needed during clients applying for SNAP, Cash Assistance, & Medicaid in Public Assistance office
- Utilized State of Florida computer-based eligibility system with current regulations in determining program eligibility for clients
- Analyzed & interpreted records including income & expense documentation
- Detail oriented & computer data entry
- Excellent customer service skills
- Applied law, policy, regulations, & procedures for determining multiple public assistance programs

**Substitute Teacher****Pinellas County Schools**

Pinellas County, FL

Jan. 2017 – Mar. 2017

- Substitute taught Elementary School.
- Substitute taught Middle School.

**Home Management/Full-time Parent****Personal Home**

Seminole, FL

Sep. 2016 – Mar. 2017

- Household management, contractor organizer to remodel home, and raising children in new environment

**Office/Records/Mail Clerk****Bleecker, Brodey, & Andrews Law Firm**

Indianapolis, IN

July 2015 – Aug. 2016

- Collaborated with internal customers including: Collections, Litigation, Foreclosure, Representatives, & Attorneys
- Utilized Q Law & Microsoft Office computer software
- Scanned via copier & computer transferred legal documents into client files, & other software systems
- Transferred certified mail into computer document files
- Processed mailings with mail postage machine
- Forwarded manually outgoing mail daily and efficiently
- Operated letter folding machine
- Dispatched out UPS packages utilizing UPS website

**Jewelry Department Consultant/Associate****Noblesville, IN****Kohl's Department Store**

Sept. 2003 – July 2015

- Assisted customers with selection and fitting of jewelry
- Strived to go above and beyond for customers
- Set, reorganized, and maintained merchandise
- Processed new merchandise
- Cashiered, counted down, and took returns
- Utilized computers for mark downs and pricing
- Trained new associates
- Changed and adjusted watch batteries and links

**Social Service Director****Heritage House Convalescent Center**

Shelbyville, IN

Mar. 2002 – Jan. 2003

- Reviewing Level I & II Assessments
- Face to face Assessments
- Member of Interdisciplinary Case Management Team
- Representative Liaison for residents and families
- Discharge Coordinator
- Care Plans and Case Management

- Social Histories

- Progress, Quarterly, & Significant Change notes

**Assistant Store Manager**  
**Wal-Mart Super Center**

Noblesville, IN  
Aug. 2000 – Mar. 2002

- Trained and actively demonstrated how to meet and exceed customer expectations
- Interviewed, hired, evaluated, coached, and promoted employees
- Supervised daily operations and employees

- Organized & executed merchandise plans with department managers
- Encouraged teamwork & positive attitudes for employees
- Resolved customer complaints

**Social Services**  
**Hooverwood Nursing Home**

Indianapolis, IN  
Apr. 1999 – Aug. 2000

- Care Plans and Case Management
- Discharge Coordinator
- Reviewing Level I & II Assessments
- Member of Interdisciplinary Case Management Team

- Representative Liaison for residents and families
- Progress, Quarterly, & Significant Change notes
- Representative Liaison for residents and families
- Face to face Assessments

**Optician**  
**Wal-Mart Vision Center**

Noblesville, IN  
Apr. 1999 – Aug. 2000

- Assisted patients in choosing eyeglass frames
- Ordered eyeglasses and contacts by computer
- Trained patients to insert & wear eye contacts
- Adjusted and repaired patient eyeglasses
- Appointment setting & insurance computer submissions
- Check in, insurance verification, preliminary medical intake

- Administered Peripheral Visual Field Tests via Campimeter
- Administered Intraocular Pressure Measurement Tests via Tonometer

**Administrative Assistant**  
**Wealth Strategies**

Carmel, IN  
Oct. 1998 – Apr. 1999

- Assisted Financial Planner
- Tracked investment purchases

- Prepared paperwork for financial investments
- Receptionist duties

**Social Service Supervisor**  
**Heritage Regency Rehabilitation Center**

Richmond, IN  
Sept. 1996 – Oct. 1998

- Behavior Management Coordinator
- Established & Directed Family Support Group
- Quality Assurance for Social Service
- Progress, Quarterly, & Significant Change notes

- Member of Interdisciplinary Care Management Team
- Representative Liaison for residents and families
- Case Management, Social Histories, & Care Plans
- Admissions Intake/Coordinator

**Activity Assistant**  
**Heritage Regency Rehabilitation Center**

Richmond, IN  
Mar. 1996 – Sep. 1996

- Assessed activity needs of residents.
- Independently conducted activities daily and hourly for memory impaired residents.

- Documented activity plans and resident participation.
- Encouraged residents to participate in meaningful activities

# ERIC THOMAS

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To replace this text with your own, just click it and start typing. Briefly state your career objective, or summarize what makes you stand out. Use language from the job description as keywords.

## EXPERIENCE

**AUGUST 2021 TO PRESENT**

**JOB TITLE**, CERTIFIED HUD HOUSING COUNSELOR

Conducted counseling sessions, Budgets, Processing documents, Setting appointments for counseling's

**MAY 2021-- PRESENT**

**JOB TITLE**, UBER

Pick up passengers and drop them off at destination

**AUGUST 2018 TO MAY 2021**

**JOB TITLE**, PUBLIX STOCK CLERK

Stock Shelves, maintain inventory counts, Keep shelves looking neat, Build displays, Back room organization,

**MAY 2016 TO JUNE 2019**

**JOB TITLE**, HOUSING COUNSELOR

Assisted in the ELMORE Program, conducted counseling sessions, Budgets, Processing documents, Setting appointments for counseling's

## EDUCATION

**JUNE 1985**

**DEGREE TITLE**, HIGH SCHOOL DIPLOMA

General Studies

## SKILLS

- 30 years of customer service experience
- Excel, Word, Outlook proficient



## **BILINGUAL CUSTOMER SERVICE REPRESENTATIVE**

**Tired of the same old job opportunities in the service industry or retail?**

**Are you looking for a position that allows you to make a true positive difference in the community?**

Our Housing Counselors help provide a true and realistic path to those who have dreams of home ownership. We provide the educational services and creditor relationship processing that allows people to achieve their dreams of home ownership.

**The position below is a training position that allows job seekers the opportunity to grow within the company. We will provide the training and education, to help those who want to make a difference, become Certified Housing Counselors to help those in their communities.**

*We are excited to meet you, please make sure to submit your resume!!*

### **BILINGUAL CUSTOMER SERVICE REPRESENTATIVE ( ENGLISH / SPANISH ) RESPONSIBILITIES:**

- The Bilingual Customer Service Representative ( English / Spanish ) will serve as the initial point of contact for the customers
- Provides the customer with timely and periodic status updates
- The Bilingual Customer Service Representative ( English / Spanish ) will return all inquiry calls within one business day
- Customer Intake and Data Entry
- Collect required documentation from applicants and follow up on missing items
- The Bilingual Customer Service Representative ( English / Spanish ) will establish, maintain, and update files, databases, records, and/or other documents for recurring internal reports
- Other duties as assigned.

### **BILINGUAL CUSTOMER SERVICE REPRESENTATIVE ( ENGLISH / SPANISH ) KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:**

- Ability to provide excellent customer service in person and on the phone.
- The Bilingual Customer Service Representative ( English / Spanish ) will have the ability to handle multiple tasks and frequent interruptions
- Ability to handle stressful situations with calmness and courtesy.

- Ability to communicate effectively, both orally and in writing.
- Excellent records and file management skills.
- The Bilingual Customer Service Representative ( English / Spanish )will have knowledge and experience using MS Word, Excel, Outlook
- HUD Certification Preferred
- Knowledge of basic accounting processes and procedures.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

**All Regions**

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

**Consumer Credit and Budget Counseling, Inc.**

Name of Firm (Please print or type)

888-738-7233

Phone Number

**Russell Graves**

Name (Please print or type)

Signature

**August 26, 2021**

Date

**299 South Shore Rd, Marmora NJ 08223**

Address

888-738-8234

Fax Number

**Executive Director**

Title

**rgraves@nfdm.org**

E-mail

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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



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

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

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

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

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

#### **VI. COPELAND ANTI-KICK-BACK ACT**

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

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

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

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

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

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

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

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

##### **Clean Air Act**

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

##### **Federal Water Pollution Control Act**

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

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

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

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

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

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

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

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

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

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

Accepted: Russell Graves

Digitally signed by Russell Graves  
DN: cn=Russell Graves, o=Consumer Credit and  
Budget Counseling, Inc d/b/a National Foundation for  
Debt Management, email=rgraves@nfdm.org, c=US  
Date: 2021.08.25 16:46:41 -04'00'

Date: August 25, 2021

Print Name and Title: Russell Graves, Executive Director

Epic Community Development Corporation

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **EPIC COMMUNITY DEVELOPMENT CORPORATION** whose address is **2707 Main Street, Sayreville, NJ 08872** and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is **637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085**.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **EPIC COMMUNITY DEVELOPMENT CORPORATION** dated **August 24, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **EPIC COMMUNITY DEVELOPMENT CORPORATION** based on pre-determined evaluation criteria stated in the RFQ; and

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

**WHEREAS**, the Agency desires to enter into this Agreement with **EPIC COMMUNITY DEVELOPMENT CORPORATION**, to provide **The New Jersey Housing Counseling Program**;

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

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

must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

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

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

New Jersey Housing and  
Mortgage Finance Agency

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: 10-25-2021

EPIC Community Development Corporation

By: Reverend Clarence Bulluck

Name: Reverend Clarence Bulluck

Title: Executive Director

Date: 10/18/2021

#### EXHIBIT LIST

Exhibit A- Agency's Request for Proposal dated August 10, 2021

Exhibit B- EPIC COMMUNITY DEVELOPMENT CORPORATION's Proposal dated August 24, 2021



# EPIC CDC RFP

## Section 5.0



RESPONSE TO REQUEST FOR QUALIFICATIONS  
FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAMS

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New Jersey Housing and Mortgage Finance Agency  
637 South Clinton Avenue  
P.O Box 18850  
Trenton, NJ 08650-2085

August 24, 2021

Re: Request for Qualification for New Jersey Housing Counseling Programs

Dear Sir/Madam:

EPIC Community Development Corporation (EPIC CDC) is pleased to respond to your Request for Qualification for The New Jersey Housing Counseling Programs.

Thank you for the opportunity to apply for this grant. EPIC CDC appreciates the ongoing partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clarence Bulluck", is written above the typed name.

Rev. Clarence Bulluck  
Executive Director/Vice President



**RESPONSE TO REQUEST FOR QUALIFICATIONS  
FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAMS**

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**Section 5.1 of RFQ: SPECIFIC SUBMISSION REQUIREMENTS**

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

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

1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder;
2. A copy of Bidder's HUD certification or other proof of good standing with HUD;
3. A brief history of the Bidder, including the level of counseling activity during the past three years;
4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years;
5. Description of geographical areas by city and county served by the Bidder;
6. A plan for how the bidder will structure its resources, including staff, office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive representation;
7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;
8. Physical location of office(s);
9. References: A list of lenders with whom Bidder has worked and/or clients to whom Bidder has provided default mitigation and foreclosure counseling services and whom have granted authorization to share contact information. Include the contact names and telephone numbers (Minimum of 3 references; maximum of 6);
10. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Bidder's client.
11. Insurance Coverage



RESPONSE TO REQUEST FOR QUALIFICATIONS  
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**1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder;**

**Strategic Partnerships with N.J. Foreclosure Mediation Assistance Program**

EPIC CDC has a partnership with the New Jersey Housing and Mortgage Finance Agency Foreclosure Mediation Program. The New Jersey Foreclosure Mediation Assistance Program is available to assist all qualifying homeowners whether or not they file an answer to the foreclosure complaint. Mediation can save a home from foreclosure, yet many homeowners enter the foreclosure process with their mortgage lender without understanding the type of relief available to them.

Our HUD certified and experienced housing counselor acts as an advocate, providing valuable assistance in helping explore all options as you work through the Foreclosure Mediation Program. The counselor will create an action plan and help the client complete the necessary paperwork to try and save their home. The counselor also contacts the Servicer to explore, discover and negotiate viable workout options for the client. The counselor collects and submits the necessary documents requested to initiate workout options.



RESPONSE TO REQUEST FOR QUALIFICATIONS  
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**2. A copy of Bidder's HUD certification or other proof of good standing with HUD;**

**Current Certificate follows.**

**Please note that Epic CDC is currently undergoing the HUD Preformance Review of which should be completed within the next week. We have been advised by Phyllis Elam of HUD that our approval will cover the next 3 years. The renewed Certificate will be forwarded to HMFA upon issuance from HUD.**

**HUD Point Of Contact info:**



*Phyllis D. Elam*

Housing Program Specialist  
Santa Ana Federal Building  
U.S. Department of Housing and Urban Development  
34 Civic Center Plaza  
Santa Ana, CA 92701  
Phone: [REDACTED]  
Email: [REDACTED]



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## HUD APPROVAL AS A HOUSING COUNSELING AGENCY

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

**EPIC Community Development Corporation (CDC)  
(aka) Faith Fellowship CDC  
(HCS ID# 82472)**

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

- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency & Default Resolution Counseling
- Pre-purchase Counseling
- Rental Counseling
- Reverse Mortgage Counseling
- Financial, Budgeting, and Credit Workshops
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Homebuyer Education Workshops

**September 01, 2020**  
Date of Approval

**September 01, 2021**  
Date Approval Expires

**Kisha J. Wright**

*Kisha J. Wright*

**Director of Oversight and Accountability  
Office of Housing Counseling**





**RESPONSE TO REQUEST FOR QUALIFICATIONS  
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**3. A brief history of the Bidder, including the level of counseling activity during the past three years;**

Epic community Development Corporation, a HUD-Approve Housing Counseling Agency, has served our community for 20 years, providing only in-person education and counseling services. Our ability to serve our community was reduced by 95% as a result of COVID 19.

The pandemic immediately changed our service delivery model that many thoughts were years away but are now happening in real-time.

Epic CDC offers a full range of services to individuals and families designed to assist them in resolving their housing-related issues. All education and counseling services are provided in both English and Spanish.

**Level of Counseling Activities during the past three years:**

- ✓ Homebuyers Education and Counseling Services - 300 clients served
- ✓ Foreclosure Education and Counseling Services - 700
- ✓ Financial Literacy Education and Counseling Services - 250
- ✓ HECM Education and Counseling Services - 98
- ✓ Rental Education and Counseling Services - 90
- ✓ Homeless Prevention Education and Counseling Services - 58

The current economic crisis has been the topic of national conversation and headlines over the past several years. Across the country, and especially in New Jersey, affordable housing is scarce and difficult to find, a condition worsened by the current recession and its co-occurring increase in unemployment. This has led to even a greater demand for housing with fewer housing choices.

New Jersey has become an "immigrant magnet state", a state where a significant number of the nation's foreign-born and Spanish-speaking population resides. Epic CDC clients fit the profile of working families with critical housing needs: minorities, low- to moderate income households, urban and suburban dwellers experiencing unemployment or under-employment. Covid 19 has caused many community residents to lose employment which results in a loss of income. This loss of income has placed a hardship of families resulting in their ability to pay their mortgage and or rent. Epic CDC programs and services tackle the major concerns of our targeted populations in the following ways.

- \* Helping clients prepare applications for affordable housing
- \* Providing financial counseling to reduce debt and improve credit scores so that clients can qualify for better mortgage products and higher loan amounts



RESPONSE TO REQUEST FOR QUALIFICATIONS  
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- \* Developing and maintaining relationships with mortgage lenders to advocate for lower-cost mortgage products and favorable workout options.
  - \* Providing financial counseling to enable clients to maximize their limited incomes
- Offering foreclosure prevention counseling and intervention, to help owners keep their homes.

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

**PRINCIPALS:**

Dr. Ilana Wagner, President

Rev. Clarence Bulluck, Executive Director/Vice President

Rev. Edward Dean, Chief Financial Officer/Treasurer

**Dr. Ilana Wagner, President**

Dr. Ilana Wagner serves as the co-pastor of EPIC Church International and president of EPICCommunity Development Corporation, located in Sayreville, NJ. EPIC Church International is a 3,800 seat auditorium and office complex. She brings more than a quarter-century of experience in vocational ministry to her position, as well as a reputation for producing powerful and inspiring sermons that speak to a well-diversified congregation.

Dr. Wagner's keen insight into synergizing these multi-faceted and diverse ministries and departments at EPIC Church International serves her skillfully as she guides EPIC CDC through its mission of making a difference in the quality of life for the church and community residents alike. EPIC CDC has a clear vision of its mission under the leadership and guidance of Dr. Wagner.

**Rev. Clarence Bulluck, Executive Director/Vice President**

Rev. Clarence Bulluck serves as Founder and Executive Director/Vice President of EPIC Community Development Corporation ("FFCDC"). He also serves as the Director of Community Service Development. Rev. Bulluck is an ordained minister at EPIC Church International for the past 32 years. Before that, he was a committed volunteer at EPIC Church International, working full-time in a demanding corporate environment.

Rev. Bulluck retired from a 27-year career as a corporate manager from AT&T. The many years of corporate experience provided Rev. Bulluck with many opportunities to develop his strengths in Strategic Planning, Execution, Team Building & Leadership, Partnership & Alliance Building, New Program Development, Large Scale Project Management, Business Process Re-engineering, as well as a solid background in all core business functions including finance, marketing, operations, and public relations.



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Rev. Bulluck received formal education and training from The Neighborhood Reinvestment Training Institute, New School University, International Seminary, National Outreach Bible Institute, Thomas A. Edison State College, NJIT, and AT&T.

Rev. Bulluck recruits, trains, and supervises over 200 volunteers with clearly defined roles and responsibilities. The ministries he supports are far-reaching, and the compassion offered through this support structure is immeasurable.

Under the direction of Rev. Bulluck, since 2001, Epic CDC has served over 8,200 community residents through Educational Workshop and One-On-One Counseling.

Together with the NJ Office of Faith Based Initiative, EPIC CDC has helped over 55 faith-based organizations enhance their capacity to effectively partner with federal, state, county, and municipal governments, corporations, and foundations.

**Rev. Edward Dean, Chief Financial Officer/Treasurer**

Rev. Edward Dean serves as Chief Financial Officer/Treasurer of EPIC Community Development Corporation. Rev. Dean retired from the Raytheon/Hughes Aircraft Corporation. He did the last 14 years as the New Jersey Senior Corporate Manager Field Operations responsible for all US Army/Raytheon contracts.

Rev. Dean managed a staff of Board and Marketing Engineers who executed 375 army research and development contracts worth \$4.5 billion annually.

Rev. Dean received a BS Degree in Business Operations and Engineering from Los Angeles State University. He also has a Master's Degree and a Doctorate in Psychology, and Christian Clinical Counseling Degree from Cornerstone University in Lake Charles, Louisiana.

The expertise and business management insight which Rev. Dean brings to EPIC CDC is invaluable. His oversight ensures the financial stability of EPIC CDC.



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

EPIC CDC provides education and counseling services to low-to-moderate-income community residents in the counties of Middlesex, Monmouth, Essex, Union, and Somerset. New Jersey has become an "immigrant magnet state," a state where a considerable number of the nation's foreign-born and Spanish-speaking population resides. EPIC CDC clients fit the profile of working families with critical housing needs: minorities, low to moderate-income households, and suburban dwellers. Those who are experiencing unemployment or under-employment, mainly due to our location in Middlesex County, which has both urban and suburban municipalities.

The Middlesex County Consolidated Plan covers 19 consortium municipalities and provides a more detailed picture of community residents and their housing needs. In the Census data, there were 46,023 Extremely Low Income (ELI) and Low Income (LI) households in the consortium municipalities. About half of these made less than 30% of the AMI. Also, the total number of both ELI and LI owner households that were severely cost-burdened grew in the last decade.

The County Consolidated Plan states that the county's high priority groups for receiving housing assistance are all renters and homeowners, making 0-50% of AMI, residents with disabilities, and cost-burdened, low-income elderly renters. Medium priority goes to renters and owners at 50-80% of AMI. EPIC CDC clients are mainly in these two priority income brackets; therefore, our target population and services are right in line with county priorities.

The Plan data suggests that the incomes of LMI. Homeowners in Middlesex County have not increased at the same rate as maintenance costs, utilities, and property taxes. Moderate-income homeowners here are cost-burdened, paying over 30% of their income for housing. Nearly all elderly renters were cost-burdened. The Plan emphasized the need for assistance to ELI and LMI. Homeowners, especially the elderly, who need both financial aid and more affordable housing options.

In New Jersey, 18% of individuals reported that over the past year, their household spent more than their income (not including the purchase of a new home, car, or other



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past due. Individuals who are not balancing monthly income and expenses are not saving and thus may find themselves struggling to make ends meet. Overdue medical debt can further compound a household's ability to meet monthly financial obligations.

Middlesex County is the 2nd most populated county in New Jersey. It accounts for slightly more than 9% of the state's population of 809,858.00. New Jersey's foreclosure rate outpaces every other state and is two and one-half times the national rate.

More than 35,000 New Jersey families faced foreclosure in 2015. These are real families that have lost jobs. Their life savings pillaged by the economic crisis and have been confronted with excruciatingly painful choices about debt and their children's futures, as commented by Sen. Menendez, Ranking Member of the Senate Subcommittee on Housing, Transportation and Community Development. And beyond the household itself, high volumes of foreclosures in a community can, in short order, lead to devastating impacts for the neighborhood at large, blight, and crime weighing down the values of neighboring homes.

New Jersey leads the nation in foreclosures, and our residents and neighborhoods continue to pay the price for the lack of action on this issue at the state level. We are glad that Senator Menendez is looking at ways to address this albatross and to restore our economy and bring hope to homeowners who need it, as mentioned by Staci Berger, Chief executive officer of the Housing and Community Development Network of New Jersey.



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

**EPIC CDC Technology-Driven Service Delivery Model**

**Who we are:**

Epic community Development Corporation, technology driven service platform ensures maximum client service across county lines. Epic CDC has served our community for 20 years, providing only in-person education and counseling services. Our ability to serve our community was reduced by 95% as a result of COVID 19.

The pandemic force the housing counseling industry and Epic to immediately changed our service delivery model that many thoughts were years away but are now happening in real-time.

**Our Clients:**

Unfortunately, remote and virtual trends may disproportionately impact many low to moderate-income families in our communities. Black and Hispanic adults remain less likely than whites to say they own a traditional computer or have high-speed internet at home, according to a Pew Research Center survey conducted in early 2019. Roughly eight in ten whites (82%) report owning a desktop or laptop computer, compared with 58% of blacks and 57% of Hispanics. Despite some lower adoption, blacks and Hispanics own smartphones similar to whites (82%).

If technology is unavailable, our clients can mail their documents to us, and counseling sessions will be handled via phone.

**Technology Service Delivery Model**

EPIC CDC incorporated technology into our daily operation and leverage various web platforms to improve efficiency, standardize procedures, measure outcomes, and strengthen our connection with our clients. Our remote and virtual housing education and counseling service are design to ensure our clients can experience a seamless continuation of services.

We offer the following service delivery methods:

- **Virtual:**

- ✓ Online education and program information
- ✓ Clients docs uploaded through our secure client portal
- ✓ Counseling session: Teleconferencing, Zoom conferencing

- **Remote Mix:**

- ✓ Online counseling
- ✓ Face to face counseling (according with CDC recommendations)



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**Counselor Secure Client Portal:**

Citrix ShareFile provides a secure content collaboration, file sharing, and sync solution that supports all the document-centric tasks and workflow needs to serve our clients. Secure document sharing is done in just a couple of clicks, with a choice of email or secure link. Counselors using ShareFile can send a secure connection to the client, where they can then download the file quickly and securely.

Our secure client platform provides the following:

- ✓ The ability to send and receive large data files (up to 100 GB)
- ✓ Encrypted email to keep messages and attachments secure
- ✓ Send PDF document you want to fill in and sign
- ✓ Send, share, and e-sign — on any device
- ✓ Legally binding e-signatures with a few simple clicks
- ✓ AES 256-bit encryption when transmitting files via email

**Virtual Communication:** Counselors can communicate with clients utilizing various communication technologies to create a personal connection with clients. Such as:

- ✓ Video conferencing
- ✓ Screen share
- ✓ Zoom
- ✓ Join. me





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**7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;**

**Foreclosure Intervention and Default Counseling Services**

For millions of homeowners at risk of foreclosure, mediation programs offer an opportunity to evaluate their options and appraise possible alternatives to losing their homes. Epic CDC well-structured foreclosure mediation programs are designed to take advantage of available resources at the local, state, and federal levels. The client will have the opportunity to present their case concerning their hardships and difficulties to the lender. In addition, through the foreclosure mediation program, the lender will have the proper venue to provide information to a homeowner.

We begin our foreclosure mediation process by requiring homeowners full participation in the following areas:

**1. Foreclosure Counseling Intake**

- Client intake and general needs assessment: Gathering information about a client financial situation, identifying their needs and options.

**2. Foreclosure Counseling Session**

This confidential session includes:

- **Developed Crisis and Long-Term Budget:** The counselor will create a crisis budget (necessary) and a long-term budget using a standard form and recalculate the new back end debt-to-income ratio. The counselor will also establish the budget (including analysis of actual income, debt, and expenses).
- **Action Plan:** Verify all relevant information and develop a plan that will drive the counseling process towards resolution
- **Hardship Letter:** Submit a hardship letter to the Servicer that describes the borrower's situation, outlines the reason(s) for default
- **Contact Servicer:** To ascertain if a workout is an option, complete and submit forms to move forwards with workout plan; develop a hardship packet, review loan modification agreement, negotiate with the lender, prepare documents for mediation
- **Servicer Follow-up:** Provide ongoing follow-up with Servicer to update financials and records into C-Max.



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- **Submit Application:** Complete and apply for local resource options, including refinancing programs or rescue funds, and document that the referral took place via fax, transmission receipt, email, or postal mail receipt.
- **Work Out Resolution:** Encourage the Client to return for a review of loan workout documentation to ensure that they fully understand the terms and conditions of the modification and to ensure that the workout solution is sustainable
- **Follow-up and Close-out:**

The counselor should make reasonable efforts to undertake a verbal (in person or via phone) follow-up session within the first 60 days of no client contact.



**RESPONSE TO REQUEST FOR QUALIFICATIONS  
FOR  
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**8. Physical location of office(s);**

**EPIC COMMUNITY DEVELOPMENT CORPORATION**

**2707 MAIN STREET**

**SAYREVILLE, NJ 08872**

**732-727-9500**

**EPICCDC.NET**



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

**PNC Bank**

Two Tower Center 9<sup>th</sup> Floor

East Brunswick, NJ 08816

Yolanda Swiney [REDACTED]

[REDACTED]

**Wells Fargo**

197 State Route 18

East Brunswick, NJ 08816

Vonetta Hawkins [REDACTED]

[REDACTED]

**HSBC Bank**

39-10 Main Street, Flushing, NY 11354

Marie Pedraza Phone [REDACTED]

[REDACTED]



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

<b>Counselor</b>	<b>Position</b>	<b>Years of Experience</b>	<b>Resume</b>
Archie Gatling	Certified Counselor	19	X
Loren Lemelle	Certified Counselor / HECM Certified	14	X
Orvetta Moore	Certified Counselor	12	X
Kenneth Watson	Certified Counselor	15	X
Deborah Mitchell	Pending HUD Certification	15	X

**RESUMES FOLLOWS:**

# ARCHIE L. GATLING

## SUMMARY OF QUALIFICATIONS

Over 36 years of experience in customer satisfaction, 20 of which has been in the IT Industry. Exceptional and established analytical and problem solving skills in IT Support, Project Management, and system oversight of over 150 Ticket Selling Machines (TSM's) on Metro North Railroad Grand Central Terminal New York, NY.

## EDUCATION

1970 - 72	North Carolina A&T University	Greensboro, NC	Biological Sciences
1975	Essex County Community College	Newark, NJ	Criminal Justice Program

## WORK EXPERIENCE

2010 - Present      Retired

1979 - 2010      Metro North Railroad      Grand Central Terminal, New York, NY 10017  
**Manager It-Operations**

- Manage a growing environment of diverse computer operations systems, with oversight of 7 Operations Specialist and 2 Computer Console Operators. Function as a primary interface between the company and customers, internal and external, vendors and all internal production stages.
- 24/7 - 365 support of ticket selling machines throughout the railroad property via thin client and Oracle Database platforms.
- Verify and reconcile daily revenue streams from tickets sold between company and clearing house.
- Maintain system availability to 24/7 crafts and standalone departments. 1st line of non-business hours support.
- Maintain logs of system availability for inclusion in daily business report according to FRA guidelines.

### Various other Duties:

#### **AC/Steam Plant Coordinator:**

- Performed inventory management functions to determine levels of usage of A/C and Steam generated by GCT Power Plants and used by GCT Vendors, billing for usage and reporting for sale the excess power to New York's Consolidated Edison. Worked directly with the suppliers in resolving billing and receiving discrepancies.
- Managed a staff of 11 power plant operators. Acted as a primary interface between company and power plant operators for payroll and HR Services.

#### **Accounts Payables:**

- Purchased and maintained appropriate levels of inventory to support business needs. Worked as liaison between company and vendors, sales staff.

**WORK EXPERIENCE (continued)**

Archie, PAGE 2

1974-1979 NJ Division of Motor Vehicles - Newark New Jersey  
**Driver's License Examiner**

- Administered Written and Oral Exams (for those challenged with reading skills) to applicants testing for their NJ State Driver's License.
- Executed security checks for driver fraud in conjunction with NJ State Police and other states and local authorities law enforcement agencies.
- Administered pass / fail driver road testing to secure driver's license.

**Certifications:**

**Covenant Ministries International licensed Minister**

**Elder at Faith Fellowship Ministries World Outreach Center**

**Credit Smart (Freddie Mac) Counselor**

**Housing Counseling Certification through NeighborWorks @ Center for Homeownership Education and Counseling and NJ Home Mortgage Finance Administration (NJHMFA).**

**Certified Foreclosure Prevention and Default Counselor**

**REFERENCES**

- TO BE FURNISHED UPON REQUEST



**LOREN P. LEMELLE**  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**QUALIFICATIONS**

- Over 30 years of business and financial management experience.
- Proven track record of strong leadership and supervisory skills.
- Strong analytical and problem solving skills
- Excellent communicator

**SELECTED EXPERIENCE**

**Johnson & Johnson, New Brunswick, NJ**

**Director, Organizational & Professional Development, Corp Finance** 2003-2007

Responsible for recruiting, training and developing experienced professionals, mba's and undergraduates. Coached and mentored over 50 associates in the Leadership Development Program. Developed and implemented corporate-wide recruiting model for undergraduate accounting and finance students. Selected as J&J Program Champion for Hampton University. Lead finance team in developing mentoring program. Key contributor to the redesign of the finance succession planning process.

**Corporate Controller Headquarters Finance** 1999-2004

Responsible for financial reporting for corporate headquarters, including capital and fixed assets intercompany accounting and T&E. Business and Financial support to CEO, Corporate Counsel, CFO, Chief Technology Officer, Corporate Communications and Government Affairs. Implemented new software reporting tool. Supervised 40 associates

**Financial Controller – Ortho-McNeil Pharmaceutical** 1997-1999

Responsible for reporting all financials to worldwide corporate reporting. Prepared companywide business plan and coordinated company strategic plan. Business support to Human Resources, Information Technology & Finance. Led Business Process Engineering for finance division.

**Operations Controller – Ortho-McNeil Pharmaceutical** 1994-1997

Responsible for overall reporting of 4 plants in US and Puerto Rico. Developed product cost standards and managed all cost of sales. Implemented new cost system. On Transition team for new company to develop combined finance organization.

**Other various roles in finance with increasing responsibilities** 1985-1994  
Supporting all areas of business, including marketing, operations and reporting

**Merrill Lynch Realty** 1982-1984  
Real Estate sales in the greater Washington DC area

**Revlon, New York** 1979-1982  
Part of newly designed MBA rotational program - worked in marketing management, legal, pricing and international marketing

**EDUCATION**

Master of Business Administration, Finance, Columbia University, New York

Bachelor of Arts, Accounting, Queens College, New York

Certified Housing Counselor, NeighborWorks America

Certified Executive Coach, Institute for Professional Empowerment Coaching (IPEC), New Jersey

Merrill Lynch Estate School, Maryland

Real Estate License, MD, NJ

**Other Activities**

Volunteer – Faith Fellowship Community Development Center

Hillsborough Board of Education – President and Vice President, chair of negotiations

Scholarship committee Audrey West Foundation

Co chair – African American Women's Leadership Council

Chair – Scholarship Committee HNOC

Elder – Faith Fellowship Ministries World Outreach Center

**REFERENCES AVAILABLE UPON REQUEST**

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**Orvetta Moore**

**[REDACTED]**  
**[REDACTED]**

**[REDACTED]**

**[REDACTED]**

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**Professional Experience**

Faith Fellowship Community Development Corporation September 2010 to Present

- Housing Counselor: Mortgage Default and Prevention of Housing Foreclosure

**Independent Representative**

- Conducts Financial Needs Analysis of appropriate products and services to meet client needs
- Deliver informational sales presentations to potential clients and assists throughout completion of application process while strengthening client relationship
- Educates clients about services and products including Life Insurance, Mutual Funds, Annuities, 529 plans, IRA's, etc.

Newark Public Schools

Retired 2010

Newark, New Jersey

- English As A Second Language (ESL) Teacher: Responsible for providing instruction to English Language Learners (ELL) in Elementary Grades and Adult Education Program
- Bilingual Needs Assessment Coordinator: Duties include conducting school entry and end of year assessments; data entry of student program participation; generating and submitting reports; coordinating the assessment and student mainstreaming process; communicating with parents regarding the progress of students.
- Facilitator/ Literacy Coach: Responsible for facilitating the implementation of the Whole School Reform Model, Accelerated Schools Project in the school; Attending and turn-keying information from professional development workshops to the school community, collating and generating data entry reports, coordinating the utilization of data analysis to drive instruction and ensuring its alignment to the NJCCCS; planning and coordinating student based extended enrichment experiences; collaborating with parents and providing other services as needed and detailed by the school administration and central office.
- School Leadership Council Chairperson: Facilitated in the implementation of the school's Operational Plan, coordinating the collaboration of all school community constituents, attending NPS and state sponsored professional development and turn-keying information to the school community, and preparing reports and data analysis.

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**Education**

Seton Hall University -- South Orange, New Jersey

- Masters of Arts Degree Major: Administration and Supervision  
Certification: Principal and Supervisor

**Orvetta Moore**

**Education (cont'd)**

Kean College --Union, New Jersey

- Certification: English As A Second Language

Rutgers University -- Newark, New Jersey

- Bachelor of Arts Degree Major: Spanish  
Certification: Elementary Education

Ongoing graduate level professional development courses and workshops have been taken throughout career provided by Newark Public Schools, Rutgers University, Montclair State University and Heinemann U.

**Professional Licenses**

- Licensed Insurance Representative—(New Jersey, New York, Pennsylvania, Maryland, Delaware, South Carolina)
- Series 6 (Financial Services FINRA Registered)
- Series 63 (Financial Services FINRA Registered)
- Freddie Mac CreditSmart Certificate
- NeighborWorks Counseling Certificate

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**Accomplishments**

National Education for Education Renewal

Leaders for Teacher Preparing Schools (LTPS) Project in Seattle, Washington

\*Cohort II Internship Program (Select group of 25 from Newark Public School district to participate)

Newark Public Schools Leadership Pipeline (Internship for Prospective Educational Leaders)

Bilingual: Spanish (speak, read, write)

Who's Who in Education

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**Organizations**

- Kappa Delta Pi
- Organization of African American Administrators
- Newark Teachers' Union -- NTU Building Representative (since 1983): Serve as turn-key for the NTU and school building staff to brief on issues concerning both groups as well as liaison to the principal concerning contractual issues.
- Faith Fellowship Ministries World Outreach Center  
Elder: Church leadership role extending church in-service and community outreach activities to include making hospital visits, providing bereavement support, etc.  
Children's Department Head -- Volunteer in ministry for 3 to 4 year olds caring for up to 80 children seen weekly, coordinate schedules, activities, etc. for the 30 volunteer workers; participation in the monthly children's outreach ministries in the Newark and Perth Amboy Housing Projects.  
Music Ministry (2002-Present): Choir Member for both the English and Spanish choir groups

**Kenneth Watson**

**[REDACTED]**  
**[REDACTED]**

**Certification Training Courses:**

Borrow Smart Public Education Foundation -	
Foreclosure Prevention   Homeownership Retention Counseling Training	Feb 6, 2007
Operation HOPE - Financial Literacy Training Course	Sept 2007
NeighborWorks - Foreclosure Basics	Oct 3, 2009
Understanding and Applying Foreclosure Intervention and Loss Mitigation	Oct 5, 2009

**PROFESSIONAL EXPERIENCE**

**JPMorgan Chase, V.P.      Global Product Manager for Web and File Transfer Product Dec 2007 - Present**

Own multi-million dollar JPMC vendor relationship with BEA Weblogic, IBM Websphere, Sterling Commerce and others vendors. Responsibilities include ELA's; vendor support, JPMC technical Operation; Architecture and Engineering Support; product software standards; problem resolution between JPMC; general vendor and JPMC technical management of product and service.

**JPMorgan Chase, V.P.      Global Internet/Intranet Service Delivery Manager      June 2004 – Dec 2007**

Managed the team of Web Masters that support the Web environments at JPMC globally.

**IBM      Manager      June 2004 – Jan 2006**

Web Services Program Manager – developed process & procedure enhancements for the North American Web Masters team. Redesigned work flow for Change Management, Problem Management tickets. Managed Root Cause Analysis and responses for missed SEV1 & SEV2 SLAs. Led cleanup of SIR inventory database.

Manager - Managed the team of Web Masters that provided the day to day support of the Web Applications for IM, PB, IB, STO, CAF, CHF, CCS, T&SS,T&SS/ITS.

**IBM      Program Manager      April 1, 2002 – June 2004**

Middleware & Messaging Transformation Program Manager – led the JPMC M&M Transformation project. Established a working group that developed the operating model for JPMC Messaging and Middleware teams to provide support and services for the messaging and middleware products in a consistent manner across the three geographies; and across the 7 active OS platforms. This Operational Model implementation would enable us to provide the same level of support to every single application regardless of where they are located geographically or what OS platforms they are currently running on producing significant cost saving and operational efficiencies. Developed processes, and procedures incorporating the Industries Best Practices, while making tool selections that enabled M&M to provide the same consistent level of support to all of our customers Cross Platform and across geographies.

**JP Morgan Chase      Vice President      November 1993 – July 2001**

Global Service Delivery Manager Middleware & Messaging - Established, maintained, and managed relationships with key stakeholders (BASDM, Product Manager, LASDM, BITL's, 3rd Level Product Engineering Manager, Project managers, Internal and External service providers. Participated in the analysis of new products and upgrades. Developed strategies for future deployments. Supported Quality and Cost initiatives to improve the way support and deploy is done worldwide. Identified cost saving opportunities and implemented them. Worked with Product Managers to establish annual Service Delivery projects and budgets. Participated in product/strategy working groups and engineering board initiatives. Worked with Product Managers to secure project funding and staffing for initiatives based on strategy and plans. Supported transition from the heritage operating model to the new ETS operating model. Identified and worked with the JPMC staff supporting Middleware and Messaging. Met new staff and acted as a spoke person for the new ETS operating model. Identified M&M senior staff and organized a virtual middleware organization. Worked with middleware organizations to define standards and processes. Supported the ability to share resources across the geographies.

**Manager Internet Support for IM/PB** – responsible for managing staffs that support of Internet/Intranet services and solutions, with responsibilities to rationalize the H-Chase & H-JPM environments.

**Manager Strategic Engineering Solutions, WITS Organization** - managed staff that provided a number of the engineering solutions for the Chase Wholesale Bank.

**Manager of IS Development Support IM/PB**

*While manager, promoted from a Technical Officer, to Senior Technical Officer and then to my present title of Vice President. My responsibilities have grown with each promotion.*

One of the Managers in the group responsible for Infrastructure design and implementation for the Chase Manhattan Global Private Bank, Global Asset Management & Mutual Funds. Responsibilities included: Managing the design and the implementation of Intranet, Extranet, and Internet Web servers on UNIX, Windows NT and Novell platforms. Responsible for development of productivity tools for LAN/WAN, integration testing, implementation engineering, software installation and planning, UNIX development, client/server development and support. Project Manager for the roll out of NT Workstation 4.0.

**Selected Accomplishments:**

- Middleware & Messaging HUB Consolidation
- Working on the EMB and BAT Six Sigma efforts
- Worked on the 2003 Product and Price Guide
- Horizon Compliance for M&M
- Working on the Package Framework project with engineering
- Project Manager for the Multi Media enablement of the 26,000 desktops in the WITS organization worldwide
- Represented the PB, WITS and now JPMTI on the Streaming Media Standard Committee
- Participated on the WITS Communication Committee, we developed Branding and Marketing for the Organization
- Evaluated & Designed a wireless handheld solution for the Office of the Chairman
- Designed a Video Broadcasting Infrastructure for the Internet & Intranet for GPB & GAM
- Vista Mutual Fund Internet Site – Project Manager for this award winning Internet site. Wrote the RFP for the project, selected vendors, and worked with the business unit to bring the site online.
- Video Conferencing System – Project Managed the implementation of a proprietary, full screen, full motion, and video conferencing system for Global Private Bank, Global Asset Management & Mutual Funds.
- Chase Private Bank Extranet – Infrastructure Project Manager for the implementation of a secure dial-up system that allowed our Wealthy Family Clients to dial-in and access account information.
- Designed and implemented the Architecture for the Global Private Bank, Global Asset Management & Mutual Funds Intranet Site.
- Global Decision Support System Relational Database System - Project Manager for the design and implementation of this system. Responsibilities included interviewing solution providers, designing the infrastructure to support applications, equipment purchasing, budgets and budget approval.
- One Click Project – Worked with the business to develop a prototype Intranet application that would enable Portfolio Managers and Research analysts to be able to access all of the applications they use on a daily basis, through a browser. Providing personalized information to each user to assist them in doing their job.
- Project Manager - for Chase Global Private Bank, Global Asset Management & Vista remote dial-up solution.
- Technical Project Manager - for the GPB HR Intranet based Performance Management System
- Designed a Cable to the Desktop Solution.
- Designed a SANS fiber solution for the Intranet.
- Designed a standard Intranet Environment for Midtown for developers to develop in.
- Designed Windows2000 solution for Intranet and Database Environments.
- Worked with Computer Associates as Beta Tester for their Jasmine Object Oriented Database product. Developed an Interactive Newsletter that Vista Mutual Funds used to train staff and market its product to Chase employees over the Intranet. Developed a Web site that Chase Capital Partners used to train (included non streaming video), update, and supply all documents to RM's world wide, for a \$50,000,000.00 private offering
- Beta Test Site for Microsoft working with Internet Information Server, Site Server and Microsoft SQL 7.0 to implement a knowledge management system on Intranet.
- Participated in the Microsoft's Rapid Deployment Program for Windows 2000.

**Special Projects:**

- Member of the Northeast Regional Diversity Council
- Mentoring Senior Management on technology and the web
- Mentor in JPMC Mentoring Program

- Project Manager for the global Senior Executive Broadcasting System using Streaming Media, for Office of the Chairman
- Office of the Chairman provided rapid eval. and deployment of new technology being looked at by Vice Chairmen
- Represented the Global Bank on the Corporate Interoperability WorkGroup Committee
- Worked as a SME for the team that redesigned Chase.com Internet Site.
- Represent the Global Bank on the Chase Manhattan Bank Internet Center of Excellence
- Served as a member of the Global Private Bank Internet Strategy Committee.
- Served as a member of the Global Asset Management & Mutual Fund Internet Strategy Committee.

*System Engineer IM/PB (March 1995 – October 1996)*

Worked on the consolidation of the Chase, Chemical, Private Banks computer networks systems, implementation of new expanded data center. Integration testing of all new applications, wrote procedures for implementation of these applications or upgrades. Supported Novell, Windows NT, UNIX, Sybase Servers. Installed software on the servers. Wrote custom programs to resolve network issues.

*Network Analysis IM/PB (March 1994 - March 1995)*

Became a permanent employee. Responsibilities were to troubleshoot the LAN/WAN problems. Provide user support for LAN issues. Traveled to remote sites around country to resolve network problems. Designed and setup networks for new facilities. Administered Novell, OS/2, UNIX Servers, Database Administrator for Sybase, Microsoft SQL servers. Setup videos conferencing systems. Moved data from Mainframe and VAX computer systems to UNIX systems for client/server environment.

*Consultant IM/PB (November 1993 - March 1994)*

Worked on the consolidation of the two networks from OS/2 LAN Manager and Novell Names Services to Novell 3.11 Network. Provided user support for the WAN users. Troubleshooting network and WAN problems.

**Swiss Bank**  
*Consultant*

**September 1993-November 1993**

Network Analysis, Worked on the conversion 1,000 node Network from OS/2 LAN Manager to Novell 3.11 network. Also support Desktop users LAN problems

**Creative Information Technology, Inc. – President/Owner**

**September 1998 - Present**

Documentation Project Manager, Instructional Design, Senior Technical Writer, Technical Writer. New York State Provisional Teaching License, teaching Certified & non Certified Training Courses Technical Adult Education Courses at Universities & State Certified Adult Training schools.

Responsible for full project life cycle, analysis and development. Updating department procedures, templates and style guide, and setting department standards for preparing documents for printing, and on-line documentation. In a software development environment, responsibilities included documentation and development of system specifications, user, system administration and upgrade manuals. Wrote and taught custom courseware for PPI, IBM, CA

**InterActive Computer Consultants, Inc.**  
*Independent Consultant Work/ Owner*

**January 1996 – September 1998**

**Engagements include:**

- **Columbia House** - Coordinated the Setup of the Mail Servers, Gateways, and Audio Server for Web Site.
- **Itochu** - Designed Video Server Facility to serve as a video repository for companies who wanted to store and retrieve Video content on as need bases.
- **Bloomberg** - Worked on setting up Video Servers for Real Time video feeds to various News Services

**Creative Computer Consultants**  
*Consultant/Owner*

**September 1992 –December 1995**

Project Management, Setup Web Servers, Video Servers (Star Ware, Cheetah,), Audio Servers (Real Audio), Mail Servers. Design InterActive computer presentations using Director, Authorware Professional, and Visual Basic. Installed and supported Novell and Lantastic Networks. Set up LAN's; WAN's; Routers; Communications Servers; Provided Hardware Support for clients.

**COMP USA**  
*Tech/Salesman*

**September 1992 – June 1993**

Assembled computer systems. Sold and provided product information on computer hardware and software, for IBM compatible and Macintosh Products. Worked with the various network products.



**JLS Computers Inc.***Computer Technician***February 1991 – September 1992**

Installed repaired and built computer systems. Installed Novell and Lantastic, networks. Maintained, and provided telephone support for various software programs: Wordperfect; Lotus; Q&A; Clipper; COMS. Worked with CD-ROM, Multimedia Extensions and software, Sound Cards, Video Framegrabbers, Scanners, Data Compression Software.

**AsBEST Abatement Co., Inc.***Chief Executive Officer, Owner***November 1987-January 1991**

Responsibilities included setting and managing, implementation of all strategic, financial, operational and marketing plans.

**Take-One Enterprise, Inc.***Vice President/Partner***August 1986 – May 1987**

Organized operation and management systems. Responsibilities included strategic marketing strategy for the U.S. & Europe. Negotiated labeling deals; domestic contracts; publishing, distributing and performance contracts.

**MobilHealth Detection Office***Vice President & Partner***December 1984 – October 1987**

Reorganized management systems for company; management of day-to-day operations; marketed services to major corporations; worked with foreign and domestic banks in arranging for expansion financing. Divested to become totally involved in asbestos industry.

**Watson, Hollins & Co., Inc.***Partner***August 1983 - October 1987**

Provided management and marketing consultation to both start-up and established business enterprises. Specialized in strategic planning and financial consultation. Administered to various business industry specific operations plans which conform to all government laws and regulations.

*From 1975 to 1983, I held a number of jobs in the fields of Sales, Insurance brokering, and the Airline industry.*

**Operating Systems:**

DOS, Windows 3.X, 9x Windows NT, 2000, XP, OS/2, UNIX (Solaris 2.X, AT&T, Digital), Linux, Mac OS X

**Networks:**

Novell 2.X, 3.X, 4.X, 5X, OS/2 LAN Manager, Windows NT (Server & Workstation), UNIX, Lantastic, Windows for Workgroups, MAC'S.

**Programming Languages:**

HTML, Java 1.X, 2.X, Perl, JavaScript, VBScript, C++, some C, Visual Basic, Basic, Shell Scripting, SQL, Transact-SQL, Lingo, Apple Script.

**Certification Training Courses:**

Project Management; Project Planning & Control; Project Leadership; Executive Boot Camp, Applied Hacking & Countermeasures, Novell 3.X, 4.X, 5.X; Windows NT (Server & Workstation) 3.x, 4.x, 2000; Shell Programming; Digital UNIX Administration; Digital UNIX Security; TCP/IP; VINCA; Sybase Programming; Sybase Administration; Sybase Advance Administration; Microsoft SQL 4.X, 6.X, 7.0 2000; IIS 4, 5; IBM NETFINITY; Compaq; Jasmine Object Database; Novell ManageWise; CA UniCenter; Visual Basic; HTML, JAVA, CISCO, Site Server, Exchange, Oracle 8, Microsoft Certified Trainer. Flash, Dreamweaver, Authorware, PhotoShop, PageMaker, Framemaker, Acrobat A+, Technical Writing, CableVision Certification to operate all studio & remote equipment.

**EDUCATION**

June 2006  
1975

Pace University, Candidate for BS, Computer Programming  
St. John's University, AA, Liberal Arts

**Community Work**

Served, as Chairman of the Board of Directors of two New York City Community Day Care Centers

KENNETH WATSON

**Training and Certification**

- 02/16-/17/2012      **FHA-INSURED LOANS: AN AFFORDABLE OPTION –**  
*Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHCEC)*
- 02/13-15/2012      **LENDING BASICS FOR HOMEOWNERSHIP COUNSELORS –**  
*Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHCEC)*
- 05/04/2011      **ADVANCED FORECLOSURE: CASE STUDY PRACTICUM – PART II –**  
*Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHCEC)*  
This case study analysis course examined a variety of mortgage default scenarios and potential foreclosure avoidance strategies. I engaged in participatory exercises that allowed me to practice loss mitigation and loan workout strategies and techniques, as well as effective client counseling skills. I also learned how to navigate the lender's shop effectively.
- 06/14/2010      **FORECLOSURE INTERVENTION AND DEFAULT COUNSELING CERTIFICATION, PART I –**  
*Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHCEC)*  
This five-day course was designed for counselors with one or more years of experience providing one-on-one foreclosure intervention and default counseling. This rigorous, in-depth course covered critical elements of the default and foreclosure process as well as loss mitigation options for prime and sub prime loans. Engaged in exercises and utilized case studies which sharpened my negotiating skills with servicers and improved my counseling methods with clients.
- 10/03/2009      **FORECLOSURE BASICS --Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHCEC)**  
This was a beginner to intermediate level course and was recommended for counselors and others with less than 12 months of foreclosure intervention counseling experience. I learned the protocols for counseling homeowners in financial crisis. Default and delinquency was addressed, including reasons for default; ways to maximize income and reduce expenses; calculating delinquencies; understanding the players in the mortgage marketplace; loss-mitigation options for a variety of mortgage products; legal information about foreclosure laws and timelines; tips on effectively communicating with lenders and servicers; and understanding homeowner and lender rights and obligations found in loan documents.
- 02/06/2007      **Foreclosure Prevention/Homeownership Ret. Counsel.**

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## DEBORAH A. MITCHELL

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**OBJECTIVE:** To secure a position with a large organization where I can utilize my skills and experience to add to the success of the organization and one that will challenge me as well as provide opportunity for growth and advancement.

**EXPERIENCE:**

11/94 –  
Present

**McELROY, DEUTSCH, MULVANEY & CARPENTER** – Newark, New Jersey  
(*firm merged with Carpenter, Bennett & Morrissey, May 1, 2004*)

(5/04 – Present) ► Secretarial Assistant

- Administrative support to Partner of Labor & Employment Group;
- Supports two labor and employment attorneys;
- Draft legal documents, filing with both state and federal courts;
- Maintain court dockets and calendars;
- Create, organize and maintain legal files;
- Set up meetings and conferences;
- Take dictation as needed;
- Prepare outside counsel and other invoices for payment;
- Answer telephones and maintain daily calendars.

**CARPENTER, BENNETT & MORRISSEY** – Newark, New Jersey

(11/94 – 5/04) ► Word Processor

Responsibilities included typing and editing from draft to final: correspondence, pleadings, briefs, agreements, memoranda, deposition/abstract summaries, merge/sort applications, tables and charts.

9/86 – 7/94

**CLAPP & EISENBERG, P.C.** – Newark, New Jersey. *Firm disbanded in July 1994*

(7/93 – 7/94) ► Administrative Secretarial Supervisor

- Coordinated secretarial work assignments;
- Assigned project work such as file preparation, indexing, trial preparation documents, and multiple party mailings;
- Prepared COBRA employee packets; office telephone list and employee address directory.
- Updated and monitored secretarial sign-in sheets; secretarial and floater evaluation reports; sick and personal benefit time reports;
- Scheduled overtime for pool secretaries for evening, weekend and holiday coverage;
- Organized and maintained the firm's master mailing list;
- Formatted and revised scanned documents;
- Created intricate reports, charts, timelines and tables.

(9/86 – 7/93) ► Word Processor

Responsibilities included typing and editing from draft to final: pleadings, briefs, estate planning documents, contracts, leases, agreements, bankruptcy documents, memoranda, resolutions, deposition/abstract summaries, merge/sort applications, tape dictation transcription, mass mailings; text and statistical tables and charts and redlining.

7/78 – 6/86

**ROSEN, WEISS, MCCARTHY & BURSTEIN, P.C.** – Newark, New Jersey. *Firm disbanded in 6/1986*

(9/83 – 6/86) ► Word Processor

Same description as "Word Processor" above.

(7/78 – 9/83) ► Legal Secretary

Worked for a Litigation Partner. Responsibilities included typing and editing pleadings, correspondence, briefs, maintaining pleadings boards and diaries, tape dictation transcription, docketing, filing, client billing and other secretarial responsibilities.

**SKILLS:**

- Proficient in Microsoft Word and Excel
- Working knowledge of Microsoft PowerPoint and Access
- Ability to work at a fast pace and under pressure
- Excellent prioritizing skills with the ability to manage multiple tasks
- Strong organizational and problem-solving skills
- Detail-oriented

## **TRAINING AND CERTIFICATION**

6/14/10 – 6/15/10

### **ADVANCED FORECLOSURE: CASE STUDY PRACTICUM**

**PART II** --Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHEC), Newark, New Jersey

This case study analysis course examined a variety of mortgage default scenarios and potential foreclosure avoidance strategies. I engaged in participatory exercises that allowed me to practice loss mitigation and loan workout strategies and techniques, as well as effective client counseling skills. I also learned how to navigate the lender's shop effectively.

6/16/10

### **COUNSELING BORROWERS TO PURCHASE REAL ESTATE OWNED (REO)**

**PROPERTIES** --Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHEC), Newark, New Jersey

In today's real estate market borrowers who are interested in purchasing a home will likely consider the growing inventory of Real Estate Owned (REO) property. These properties may offer attractive pricing, but also present hidden challenges and pitfalls to potential buyers. Homeownership counselors, providing comprehensive individual counseling, can equip clients with timely information to make informed decisions and protect their future asset. I learned:

- Who is selling these properties (from nonprofits, municipalities, banks, etc.)
- How to assist my client through careful analysis of the sales contract
- How to engage home inspectors and avoid the pitfalls of purchasing "as is" properties
- How to determine if special financing may be available for clients purchasing REO properties.
- What are the counseling program details of HUD's Neighborhood Stabilization Program (NSP), and how to determine if this program can help meet the needs of my clients.

6/17/10 – 6/18/10

### **EFFECTIVE GROUP & TELEPHONE FORECLOSURE COUNSELING STRATEGIES --**

*Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHEC), Newark, New Jersey*

This course discussed how to use group and telephone strategies for maximum effectiveness. The essential components of effective group foreclosure counseling and the techniques of effective phone counseling were covered.

3/31/08 – 4/4/08

### **FORECLOSURE INTERVENTION AND DEFAULT COUNSELING CERTIFICATION,**

**PART I** --Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHEC), Trenton, New Jersey

This five-day course was designed for counselors with one or more years of experience providing one-on-one foreclosure intervention and default counseling. This rigorous, in-depth course covered critical elements of the default and foreclosure process as well as loss mitigation options for prime and sub prime loans. Engaged in exercises and utilized case studies which sharpened my negotiating skills with servicers and improved my counseling methods with clients.

8/15/07

### **LOSS MITIGATION BASICS -- PART II**

*Presented by Housing and Urban Development (HUD), Newark, New Jersey*

This course provided an introduction to foreclosure intervention counseling and was recommended for counselors with less than 12 months of foreclosure intervention counseling experience. I learned the protocol for counseling homeowners in financial crisis. Default and delinquency was addressed, including reasons for default; ways to maximize income and reduce expenses; calculating delinquencies; understanding the players in the mortgage marketplace; loss-mitigation options for a variety of mortgage products; legal information about foreclosure laws and timelines; tips on effectively communicating with lenders and servicers; and understanding homeowner and lender rights and obligations found in loan documents. One year of general homeownership counseling experience was recommended prior to taking this course. This course also satisfied Part II of the requirements for the certification in one-on-one homeownership counseling.

2/20/06 – 2/24/06

### **HOUSING COUNSELING CERTIFICATION: PRINCIPLES, PRACTICES AND TECHNIQUES -- PART I**

*Presented by NeighborWorks® Center for Homeownership Education and Counseling (NCHEC), Atlanta, Georgia*

Through hands-on applications, this advanced course taught me the skills, procedures and content needed to create new homeowners. I learned how to provide one-on-one counseling sessions to address savings, credit, and debt barriers to homeownership using the latest industry tools, techniques and resources. I practiced mortgage readiness assessment, prequalification, credit report review, action plan development and other key counseling activities. Full certification in housing counseling training was offered once completing this course.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

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

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

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

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

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

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

### **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

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

Epic Community Development Corporation  
Name of Firm (Please print or type)

[Redacted]  
Phone Number

Reverend Clarence Bulluck  
Name (Please print or type)

*Reverend Clarence Bulluck*  
Signature  
8/24/21

Date

2707 Main Street Sayreville, NJ 08872  
Address

732-218-3935  
Fax Number

Executive Director  
Title

[Redacted]  
E-mail



# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

#### VI. COPELAND ANTI KICK-BACK ACT

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

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

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

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

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

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

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

#### VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

##### Clean Air Act

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

##### Federal Water Pollution Control Act

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

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

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

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

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

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

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

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

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

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

Accepted: Rev. Clarence Bulluck Date: 8/24/21

Print Name and Title: Reverend Clarence Bulluck Executive Director

Housing Partnership For Morris County, Inc.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC.** whose address is 2 East Blackwell Street, Suite 12, Dover, NJ 07801 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC.** dated **August 26, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC.** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC.** has the Certificate of Employee Information Report and;

**WHEREAS**, the Agency desires to enter into this Agreement with **HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC.** to provide **The New Jersey Housing Counseling Program**;

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

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

**COUNTY, INC.** must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

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

IN WITNESS WHEREOF, HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC. and the Agency have executed this Agreement to be effective the day and year first written above.

New Jersey Housing and  
Mortgage Finance Agency

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: 10-25-2021

Housing Partnership for Morris County, Inc.

By: Jessica Padilla

Name: Jessica Padilla Gonzalez

Title: Executive Director

Date: 10/19/21

#### EXHIBIT LIST

Exhibit A- Agency's Request for Proposal dated August 10, 2021

Exhibit B- HOUSING PARTNERSHIP FOR MORRIS COUNTY, INC.'s Proposal dated August 26, 2021



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

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

The Housing Partnership is a HUD approved NeighborWorks Homeownership center with our main offices located in downtown Dover, NJ. Our Home Preservation Counseling program is a free service offered to any household who is in danger of falling behind on their mortgage payments, is behind or is already in foreclosure proceedings. The Housing Counselors at the Housing Partnership are HUD certified and trained in the NJ foreclosure process and timeline. The counseling services are offered to households of all income levels, and/or property type. Our home preservation service includes education on all the options to avoid foreclosure including loan modification, repayment plan, reinstatement, deferment, partial claim, forbearance, and non-retention options such as a sale or deed in lieu of foreclosure. Another component of this counseling is assistance with the document collection to apply for mortgage assistance programs. This includes advising clients where to find certain documents; for example, obtaining bank statements online as opposed to mail or getting a social security via their account on the social security member page and explaining the purpose of each document. Once a counselor confirms all documents have been provided then the counselor will assist with packaging and submitting the mortgage assistance application to the appropriate party.

Specifically, our clients are required to submit an intake package prior to setting up an appointment. The intake package collections necessary information for the Partnership to accurately serve a household. Information collected includes demographic information, signed counseling disclosures, authorizations, privacy policy, monthly spending plan, income verification documents such as paystubs, award letters, bank statements, and tax returns for two years as well as a hardship statement. Intake packages can be mailed, emailed, or dropped off at the office. This information allows the Counselor to better review the client's situation and assist them in determining their next steps. If a client's intake packets is not complete follow up emails and calls are made to finalize the process and move forward with setting up the appointment. Upon receipt of the client's intake package a one-on-one appointment is set up with one of the HUD certified counselors. Appointments can be completed in person, via zoom or over the phone. Offering virtual appointments has allowed us to meet with households where distance to our office may create a burden with travel costs or missed work hours.

At the counseling session the Counselors will review the clients' goals, conduct an analysis of clients financial situation, verify income and debts by pulling the client's credit via a soft pull, and review and establish a household budget to help determine the clients options. If the client is mediation eligible their intake package will be submitted to the plaintiff's attorney of record since they represent the lender during the mediation conferences. Housing Counselors will also assist clients with completing and submitting loan modification applications to lenders and serve as an advocate for the client throughout the process. Action plans are established with each client based on their needs and goals and signed by both parties. Counselors also provide households with information on local resources that may assist them with other household needs such as utility, food or assistance with childcare services. If a client is not able to stay in their home counseling staff will assist with securing alternate courses of action such as short sales, deed in lieu, finding rental housing or assistance with emergency relocation monies.

Typically follow up sessions are completed every 3 to 6 months but on average a follow up is conducted once the lender/ servicer has decided on the submitted mortgage assistance request usually within 40 to 45 days of submission. Follow emails are sent 3 months after counseling if client has made no contact with the agency to determine household's situation, if there is no response to the email a follow up phone call is made, then a follow post card is sent. If after 3 months of follow up attempts a client is nonresponsive the file is closed due to inactivity.

The Housing Partnership currently utilizes CounselorMax as the client management system. Client files are created once an intake is received, clients' demographics, financials and case notes are all entered in this system. Counselor also attach clients credit reports, actions plans and other pertinent file information to the client profile. This helps counselors or managers that are working remotely to be able to access pertinent case information. All client data is retained for a minimum of five years after a case resolution is reached and closed in our client data management system.

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

-HUD certificate is attached

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

The Housing Partnership is HUD approved NeighborWorks Homeownership Center established in 1992. The Partnership was established because of a broad study conducted by the Housing Task Force of Morris 2000, which identified the need for technical expertise and coordination regarding affordable housing throughout Morris County and its 39 municipal entities. Since 1992 we have expanded our reach and now work with clients throughout New Jersey. The Housing Partnership's mission is "Strengthening communities by creating lasting and responsible homeownership through education and financial coaching." The Partnership achieves its goals for program participants through education, one-on-one counseling, down payment assistance programs as well as post-purchase programs such as home maintenance workshops and foreclosure intervention. The Homeownership Preservation Department, foreclosure prevention services, was established in 2010 through an expansion grant received from NW America. Since 2010 the Housing Partnership has provided free foreclosure counseling services to over 150 new families each year. In 2010 the Housing Partnership start working with the New Jersey Housing Mortgage Finance Agency Home keeper program and was able to provide and assist with the distribution of over 1.2 million in the program funding to distressed households residing in Northern NJ.

During the last three years, 2018- 2020 the Housing Partnership has served over 378 new households in our foreclosure counseling services and counseling services to over 671 clients- including initial and follow up sessions. Throughout that timeframe, 2018-2020, the Partnership has successfully assisted approximately 232 clients resolve their hardships either through loan modifications (122), bringing the mortgage current with financial assistance (64), vacating the homes to avoid foreclosure (20). In 2021 the Partnership has had approximately 142 new clients complete an intake and at least one appointment. So far 48 cases have been resolved with the following resolutions: 5 clients brought mortgage current, 10 clients initiated forbearance, 2 clients had their mortgage foreclosed, 21 client were granted mortgage modified, 1 client refinanced their mortgage, 2 clients were grants partial claims, 4 clients sold their homes in pre-foreclosure sales , and 3 clients were referred to another agency for legal assistance. The appointments for 2020 and 2021 have been solely completely virtually and all follow up is also completely online, via phone or zoom appointments. If clients are unable to access online forms we have installed kiosk where clients can pick up and drop off intakes in order to assist with streamlining the collections and submission of documentation.

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

- Executive Director Resume is attached

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

Currently our main service areas include all the towns located within the following counties:

1. Morris
2. Sussex
3. Warren

4. Hudson
5. Bergen
6. Passaic
7. Union
8. Essex

We continue to build relationship with other agencies and partners throughout the state in order to best provide our services to the clients that need us most.

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

**Staff/Office:**

The Housing Partnerships offices are centrally located in downtown Dover, New Jersey. Our offices are within walking distance of New Jersey Transit and have a store front location. We have been able to expand our services to areas outside our county thanks to our location and easily accessible access to our main office. With Covid we have continued to expand our services areas due to the virtual nature of counseling.

The Housing Partnership is a small organization that focuses on systems that allow for the high efficiency and streamline of services to ensure clients expectations are met. We are currently in the process of expanding our staff and have added two additional bi-lingual counselors. New hires are expected and required to complete their HUD certification within 6 months of hire. As a result of our additional hires, we will have four HUD certified counselors of which three are bi-lingual in Spanish. The Housing partnership will also hire an additional intake specialist to assist with uncomplete applications, inquires and follow up.

The structure of our program is established so that clients understand the scope of our roles and clears expectations are set from the beginning. Being virtual has allowed us to reach more households and families but we also understand the importance of being in the community and are looking to open the offices back up to the public by 2022. Once the offices are open, we will resume in person appointments and work with our community partners to get office space in areas where clients can easily access our services.

**Intake:**

Clients typically contact the Housing Partnership to inquire about the services we offer. During this conversation a HUD certified counselor can speak to the client, gather basic information, and determine how to best serve the client. If the Housing Partnership can assist the household, they are asked to complete an online questionnaire, or the counselor completes it with them on the phone. The Counselor will review the intake process and packets with the household and explain why it is necessary for the organization to collect the documentation. Please note all the forms are fillable PDF's available on our website, or clients can stop by our office to pick up an intake packet. Once the intake packet is received, the counselor will set up a one-on-one session with the household.

**Appointments/Follow up:**

Appointments are currently being conducted via phone, zoom or in person (once office is open to the public). As mentioned above the appointment is conducted by a HUD certified counselor and will review with client documentation and options available to them based on their situations. Follows up are conducted at a minimum every 3 to 6 months. Counselors utilize their online calendar to set up follow emails, calls or send postcards to clients.

**Technology:**

The Housing Partnership staff are all equipped with laptops, internet hot spots, portable scanners and internet enable phone systems to receive calls directly to their cell phones or laptops. This technology allows the staff to work remotely or commute to various locations throughout the state – to meet clients closer to home. The use of technology has allowed the Housing Partnership to assist clients throughout the various counties. The Partnership has simplified the intake process by creating online fillable forms, questionnaires and have systems

in place to allow clients to email intake packets when possible. If technology is not an option for a household the Housing Partnership will mail the intake packet information directly to clients. Clients are then invited to either mail or drop off the completed packets to our offices. The Partnership utilizes CounselorMax as the client management, where clients' files and case notes are entered.

#### **Oversight:**

Random client files, and notes are reviewed every quarter by Program Director and Executive to ensure compliance with grants, billing, and program guidelines. If files are found to be out of compliance a corrective action plan is put in place for the counselor, with weekly review of files, and retraining on procedures. If the situation does not improve counselors will be laid off.

#### **7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;**

The Housing Partnership Program Director, Chris Brogan has over 12 years' experience assisting homeowners facing foreclosure. Our bi-lingual homeownership specialist has worked with the Partnership for over 3 years and worked for 16 years at a credit counseling agency working with creditors negotiating repayment plans for distressed consumers. Both senior staff members have passed their HUD certification and are trained on contacting and communicating with a mortgage lender on the client's behalf.

As advocates the staff reviews the history of prior workout options a client may have had, reviews investor guidelines for each client's case and creates a plan of action to assist with mortgage options. Utilizing resources such as credit reports and public land records help counselors have a clear background of the client's situation and allows the counselors to better service the clients and speak to lenders to review possible options. The collection of documents has been vital to assisting clients with successful outcomes and producing all the necessary paperwork to establish a case for the mortgagor/ servicer to understand client's full situation. The Partnership has also determined that written is most effective in communicating with financial institutions via email, mail, or by dedicated fax to request information or submit documents and applications for clients to their lender for review.

The Housing Partnership also participated and have experience assisting clients in the New Jersey foreclosure mediation conferences. These conferences have offered a valuable opportunity for clients and the housing counselors at Housing Partnership to work and communicate with their servicers towards a resolution. While this process requires the homeowner to have been served a summons and complaint it has been a useful process to bring all parties involved to the same table and reach a resolution prior to a final judgement of foreclosure. The Housing Partnership has noticed that many clients attempt to work directly with the lender prior to utilizing mediation have been unsuccessful until a mediator is appointed, and housing counseling becomes available. Being able to assist clients through this process has served a great tool to successfully assist clients and servicers in reaching agreements that allow homeowners to stay in their homes and/or negotiate modifications that work for both parties.

Follow up counseling is always provided to allow the counselor to review the lender's determination letter with the client. If an approval for a workout option is provided the Counselor and client will review the terms and condition to determine if it is a feasible option for the homeowner and if it will allow for them to maintain homeownership. In the event of a denial, the letter is reviewed with the client to confirm if the denial was in error or if an official appeal request can be submitted. Many times, after a denial it is uncovered that a new application can be submitted with minor adjustments or updates since the last package was sent to their lender.

We recommend that clients submit all initial and additional documents to their mortgage servicer with the help of the certified housing counselor. This confirms to the lender that the client has contacted HUD for housing counseling, this is typically a recommendation of the lenders on the client's mortgage statement if the loan has fallen behind in payments. In the event a lender becomes unresponsive or there is an indication the lender is requesting unnecessary or repetitive information; the counselor will research to find contact information for the escalation department within the lender and make them aware in writing describing what has

transpired. If this attempt is unsuccessful a complaint will be filed, with authorization from the client, via the complaint portal on the Consumer Protection Financial Bureau's website.

8. Physical location of office(s);

**2 East Blackwell St. Suite 12 Dover, NJ 07801**

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

- a. Client - [REDACTED] 953-212-3360  
b. Client - [REDACTED] 951-812-8105  
c. Client - [REDACTED] 942-717-7770  
d. Lender - Wells Fargo Home Owner Assistance - [REDACTED]

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



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## HUD APPROVAL AS A HOUSING COUNSELING AGENCY

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

- (1) met the Department's re-approval criteria and
- (2) submitted an acceptable housing counseling work plan to serve its target community.

**Housing Partnership of Morris County #80754**  
**2 East Blackwell St., Ste.12**  
**Dover, NJ 07801**

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

- Financial Management and Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Home Improvement and Rehabilitation Counseling
- Non-Delinquency Post Purchase Workshops
- Resolving and Preventing Mortgage Delinquency Workshops
- Pre-purchase Homebuyer Education

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**September 27, 2019**  
Date of Approval

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**September 27, 2022**  
Date Approval Expires

**Kisha J. Wright**

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

**NON-PROFIT EXECUTIVE | EDUCATOR | CONSULTANT | PUBLIC SPEAKER**

Bi-lingual/Fluent-Spanish Executive Director with 15 years' experience progressing in increasingly demanding roles and responsibilities at The Housing Partnership – a HUD approved, NeighborWorks America HomeOwnership Center. Accomplished, visionary advocate for positive change with proven success identifying resources and integrating grants and departmental budgets to cultivate and launch robust programming and services. Adept in fostering and assembling high-performing, results-driven teams, implementing policies, and improving processes to meet desirable outcomes. Possesses a unique ability to connect with diverse audiences and provide masterful instruction in various complex subject areas. Avid lifelong learner and active participant of ongoing professional development including acquiring industry-recognized certifications, attending conferences, and serving as a keynote speaker. Forward-thinking, culturally competent leader, highly capable of strengthening communication between colleagues, clients, community partners, policy leaders, and stakeholders.

**HIGHLIGHTED ACHIEVEMENTS**

- Contributor: "Cross-Sector Collaboration," NeighborWorks Works: Practical Solutions from America's Community Development, NeighborWorks America, 2016.
- Awarded Exemplary Not-For-Profit Leader by Morris County Chamber of Commerce (2016).
- Upgraded entire organization's data infrastructure (servers, laptops, and phone systems) fostering fully remote capabilities prior to COVID-19 pandemic.
- Streamlined delivery of services such as online registrations, payments, and forms increasing client intakes by 50%.
- Expanded number of affordable housing contracts by 50% through targeted outreach to developers, planners, and municipalities; negotiated contracts and exceedingly met agreed upon obligations.
- Secured and maintained NeighborWorks America "Exemplary Organization" designation for eight consecutive years.
- Improved client and community engagement via organization's website and social media by 80%.
- Generated cost-saving opportunities increasing revenue by 48% and affordable housing stock by 45%.

**PROFESSIONAL EXPERIENCE**

THE HOUSING PARTNERSHIP, Dover, NJ

**Executive Director**

05/2013 – Present

- Champion organization's mission, vision, and business model as chief executive, reporting to Board of Directors.
- Implement effective and sustainable programs and services, regularly analyzing level of engagement, reach, and client success and satisfaction.
- Administer employment and personnel activities including hiring, onboarding, orientation and training, professional development, evaluation, and appraisal, and when necessary, termination of staff.
- Exercise and maintain sound fiscal management, including budgeting, forecasting, and preparing and submitting grants for funding to various partners, sponsors, and grantors.
- Develop, monitor and execute strategic and marketing plans, ensuring alignment through coordinated events, programming and targeted outreach; oversee creation of supporting materials as needed.
- Serve on various committees and boards—locally and nationally—representing agency as spokesperson.
- Ensure compliance with state and federal regulations for NeighborWorks America, Housing and Urban Development New Jersey Housing Mortgage Finance Agency and Morris County Human Services, and National Industry Standard guidelines.
- Establish and enhance partnerships with non-profit organizations, municipalities, banks, clergy groups, and for-profit entities promoting homeownership and financial education.
- Collaborate with other agencies on projects and initiatives addressing critical and timely housing issues.
- Oversee HUD and NeighborWorks certification processes to effectively maintain excellent and exemplary ratings during on-site reviews and zero findings in annual financial audits.

**HomeOwnership Center Manager**

02/2006 – 05/2013

- Oversaw daily operations, counseling personnel, and curriculum ensuring successful completion of program goals under direction of Executive Director.
- Onboarded, supervised, and trained staff on policies, procedures and established guidelines.
- Provided pre-purchase and foreclosure counseling for clients including budgeting, credit management, workouts with lenders, submissions of modification requests, and loss mitigation.
- Liaised with lenders, attorneys, social services, community agencies, housing providers and others as needed to assist in streamlining homeownership process for clients.
- Hosted, facilitated, and coordinated on-site and online educational workshops; produced annual HomeOwnership Expo sessions.



- Managed financial aspects of client eligibility for various programs such as Federal Home Loan Banks' First Home Club, Housing Partnership's Down Payment Assistance, and Affordable Homes Programs.

#### **EDUCATION**

**FAIRLEIGH DICKENSON UNIVERSITY Master of Administrative Science, 2014**

**COLLEGE OF SAINT ELIZABETH  
Bachelor of Arts, Sociology; Social Work Concentration, 2005**

#### **LICENSES & CERTIFICATIONS**

- Licensed Real Estate Agent
- Affordable Housing Professional Certification
- Homeownership & Community Lending Certification
- Foreclosure Intervention & Default Counseling Certification
- Loan Servicing & Collections Certification
- Train the Trainer Certification
- Homeownership Counseling for Program Manager & Executive Directors Certification

#### **SPEAKING ENGAGEMENTS**

New Jersey Housing and Community Network Conference; Fairleigh Dickerson University Women in Nonprofit Conference; North Jersey National Association of Hispanic Real Estate Professionals: Foreclosure During COVID-19 Pandemic; County College of Morris Women Who Dare Conference

#### **PROFESSIONAL MEMBERSHIPS & AFFILIATIONS**

- Vice Chair, NeighborWorks America: National Homeownership Steering Committee
- Board Member, Garden Saving Federal Credit Union
- Board Member, Preschool Advantage
- Executive Committee, Morris County Continuum of Care
- Past Board Member and Membership Director, Morris County National Association of Hispanic Real Estate Professionals
- Morris County Fair Housing & Housing Alliance Committee Member
- Affordable Housing Professionals of New Jersey
- NeighborWorks America: Latinx Alliance Work Group
- Morris County Chamber of Commerce & Morris County Economic Development Corp: Hispanic Affairs Council & Real Estate Committee

#### **AREAS OF EXPERTISE**

Strategic Planning  
Organizational Leadership  
Programming  
Grantsmanship  
Fiscal Management  
Regulatory Compliance  
Auditing & Assessment  
Facilitation & Training  
Public Speaking

Project Management  
Resource Development  
Human Resources  
Community Relations  
Taskforce/Committee Leadership  
Board Development  
Partnership Sustainability  
Business Development  
Event Management

Marketing & Communications  
Financial Literacy  
Real Estate  
Affordable Housing  
Loan Servicing  
Home Buyer Education  
Homeownership Counseling  
Foreclosure Prevention

#### **PROFESSIONAL DEVELOPMENT**

Rental Housing Counseling Certification: Part 1; The Art and Science of Facilitation, Effectively Managing Money & Debt During the COVID-19 Financial Crisis; Protecting Credit & Avoiding Scams During the COVID-19 Financial Crisis; Developing a Winning Business Plan; Creating Economic Opportunity: Sharing Strategies; Employer-Assisted Housing in Your Community: Developing and Managing a Successful Program; Innovative Approaches to Building Financial Capability Programs; Building Pathways to Financial Resilience; Homeownership in an Era of Change; Effective Office Management; Competitively Positioning Your Organization for the Future; Financial Coaching: Helping Clients Reach Their Goals; What's Delivering Effective Financial Education for Today's Consumer; Delivering Effective Financial Education; Counseling Buyers of REO Properties; Competitively Positioning Your Organization for the Future

#### **TECHNICAL SKILLS**

Microsoft Office Suite: Word, Excel, PowerPoint, Outlook, Teams; Zoom, QuickBooks, CounselorMax

## **Christopher Brogan**

### **PROFESSIONAL EXPERIENCE**

**Program Manager/Home Ownership Specialist,**  
Housing Partnership Home Ownership Center, Dover, NJ  
September 2014-Present

- Develop, coordinate, and present first time home buyer education workshops
- Update and modify training materials to keep current with new mortgage requirements and trends
- Manage all financial aspects of client eligibility for various programs
- Collaborate with lenders, attorneys, and other agencies to assist in streamlining home buying process for clients
- Monitor verification process to ensure compliance and accuracy of programs
- Process down payment assistance loan applications to confirm client eligibility
- Provide one on one budget and credit counseling to assist clients to meet their goals
- Coach clients through foreclosure prevention
- Train and manage staff in accordance with agency policy and procedures
- Provide client data to funding sources for review
- Conduct in house random file audits to maintain compliance with guidelines of federal and state level funding

**Financial Literacy Counselor,** Orange County Rural Development Walden, NY  
June 2009-August 22, 2014

- Contact homeowner for initial phone or face to face counseling session after intake
- Review client's financial situations and provide action plan based on the goals of homeowners in danger of foreclosure or interested in purchasing first home
- Submit request for mortgage assistance package to lender or mortgage servicing company and continually touch base with lender and homeowner as to the status of the file
- After decision is reached assess the approval or denial and advise homeowner further
- Compile client data reports to give to executive director on a quarterly basis
- Mentor incoming staff on policies and procedures set by the organization

### **EDUCATION**

**B.A., Communications/Sociology**  
Albany State University of New York

### **CERTIFICATIONS**

Notary Public, HUD Housing Counseling Certification, Homebuyer Education, Homeownership Counseling, Post-Purchase Systems, Home Ownership Center Manager Certification, USDA Loan Packaging, Foreclosure Prevention Counseling Certificate

### **SKILLS**

Microsoft Office, Consumer Credit Report Systems, Hope Loan Portal, Counselor Max, Staff Training, Customer Service, Data Reporting

### **ASSOCIATIONS**

**Leadership Orange Class of 2013,** Montgomery, NY  
Eight Month Leadership Education and Professional Networking Program

### **SPECIAL SKILLS & QUALIFICATIONS**

Self-motivated, ability to work independently or as a part of a team  
Excellent interpersonal and communication skills; able to take directions  
Time management skills, organized, punctual, and reliable  
Ability to work with members of the community with empathy and compassion

# Fernanda Proano

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**Fernanda Proano**  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## Skills

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-Bilingual in Spanish -Microsoft Office-Microsoft Excel--50wpm  
-Exceptional organizational skills -Cooperative team member  
-Self-motivated -Excellent communication skills -Fast learner

## Experience

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**Housing Partnership/ Bilingual Home Ownership Specialist**  
JUNE 2018-PRESENT, DOVER, NJ

Provide telephone and in-person information, guidance and counseling to those navigating the pre-purchase process and assist with those seeking assistance in preserving homeownership. Work with clients on a one-on-one basis to deliver Home Ownership education, financial literacy education, budgeting and credit counseling tailored to each client's unique circumstances. Coordinate, facilitate and teach material during homebuyer education workshops. Create, record and maintain client files both online and hard copies on a regular basis. Assist the organization with fund raising activities. Follow up with process or mortgage assistance application and educated clients on alternatives to foreclosure.

**Randolph Township Schools/ Recess Aide**

SEPTEMBER 2017-JUNE 2018, RANDOLPH, NJ

Supervise students and maintain a cooperative atmosphere during recess and lunch periods.

**Oxford Central School / Paraprofessional**

MARCH 2017-JUNE 2017, OXFORD, NJ

Assisted and supported teachers in the classroom. Provided support to students in handling class assignments.

**Revolution NJ/ Support Provider**

DECEMBER 2014-AUGUST 2016, FLANDER, NJ

Helped individuals with disabilities learn, accommodate, and perform work duties. Worked on skills related to performing specific job tasks, and helped with interpersonal skills necessary in the workplace. Conducted small group and individual classroom activities with students based on differentiated learning needs, Assessed the worker's strength and needs.

**Consumer Credit Counseling Service of NJ/ Case Manager**

DECEMBER 2000-JUNE 2016, CEDAR KNOLLS, NJ

Assessed clients' financial situation based on the information furnished by the client. Determined an appropriate recommendation and calculated the feasibility of a debt management plan based on clients and creditors guidelines. Assisted clients in developing a budget and setting financial goals. Produced written action plan and course of action for client's best interest. Provided information and referrals to internal resources, community resources and other assistance organizations.

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**Education****County College of Morris**

SEPTEMBER 2017- PRESENT, RANDOLPH, NJ

Working towards an associates degree in Early Childhood Education.

**Centenary College**

SEPTEMBER 1995-JUNE 1997, HACKETTSTOWN, NJ

Earned 34 college credits.

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**Training Certifications**

HUD Certified Housing Counselor , Homebuyer Education

# Louis M. Guzzetti

[REDACTED]  
[REDACTED]  
[REDACTED]

## Summary

Bilingual professional with over twenty years experience in real estate and mortgage lending serving the Latino community. I am a self-motivated and passionate individual that possesses a great attitude and willingness to help others. Experience with creating and implementing sales and marketing presentations. Able to excel in a fast-paced environment, with special attention to detail. Ability to communicate both verbally and written in both English and Spanish.

## Skills

Excellent communicator with the ability to explain complex financial subjects in an easy way for clients to understand. Proven ability to work one on one with clients and assess an individual's situation and goals. Ability to quickly create rapport with clients and gain their trust and confidence. Detailed oriented and highly organized with the ability to multi task. Proficient with MS Office applications (Word, Excel, PowerPoint) and CRM database tools.

## Area of Expertise

- Over 20 year experience in real estate; including buying/selling, renting and property management.
- Proficient in 1st Time Homebuyer process.
- Extensive knowledge of all aspects of mortgage lending; including application process and underwriting guidelines.
- Familiar with the foreclosure process, loan modifications and loan mitigation.
- Experience in organizing seminars and preparing PowerPoint presentations.
- Proficiency in analyzing numbers, calculations and financial literacy.

## Work Experience

### Heritage Mortgage Banking Corporation

10/2020 - Present

**Senior Loan Consultant:** Business Development position focusing on assessing client's financial position to determine the appropriate mortgage product based on analysis of the client's needs and financial situation. Coordinate all aspects of the mortgage application process including selecting the appropriate loan program, underwriting loans for approval and coordinating with banks and closing agents. Development of strategic relationships with realtors, title companies, financial planners, insurance agents, banks, credit unions, attorneys and accountants for referrals and new business.

### Commercializadora ROU MX Corporation

01/2014 - 9/2020

**Sales and Marketing Consultant:** Developed and implemented a successful sales and marketing campaign to establish company presence. Responsible for creating strategic business alliances with local businesses and home builders which resulted in increased sales and doubled the company's customer base. Create and designed all sales and marketing materials for the business, which included advertising, social media campaigns and printed material.

### Bank of America

06/2012 - 9/2013

**Foreclosure Specialist:** Ensure maintenance of all processing of activities and administer responsiveness of alerts to determine foreclosure timeline management. Maintain and update all portfolios by State (NJ) given by foreclosure management. Collect all files from loan mitigation department or mortgage department and ensure transmission of accounts on legal status according to banking policy. Evaluate and examine file with management prior to foreclose sale date to formulate bidding instruction and communicate same to legal department.

### Premier Mortgage

03/2007 - 4/2012

**Branch Manager:** Acquired and turned around local residential mortgage office. Immediately established company presence in local Latino community, creating new niche market. Developed strategic relationships with Latino based organizations to promote seminars for financial education and 1st Time Homebuyers programs in Spanish. Doubled the customer base through successful radio and advertising campaigns directed at 1st Time Home Buyers. Designed and created sales training presentations on PowerPoint.

## Education

### New Jersey Institute of Technology, 1996 - 2000

Bachelor of Science in Electrical Engineering Technology

# Imetzi Adon

Authorized to work in the US for any employer

## Work Experience

### **Housing Counselor**

Housing Partnership of Morris County - Dover, NJ

June 2021 to Present

- Counsel and interview clients in regards to their financial situation as it relate to homeownership, budgeting , debt reduction and education
- Adhere to all guidelines related to the confidentiality of client records
- Enter all required client documentation into client management system in a timely manner as required by agency and HUD standards.
- Create and maintain client files as required by agency and HUD standards.

### **Unemployment Claims Specialist**

Direct Interactions - Remote

May 2020 to Present

- Assist unemployed claimant file for state benefits.
- Gather all required information for intake.
- Email correct department in regards to claim.
- Assist claimant in resetting pin by chat.
- Maintain quiet and professional work space from home office.

### **Family Center Worker**

Osborne Association - Newburgh, NY

May 2018 to February 2019

- Welcomed all families who frequented the center.
- Followed all protocols set by the department of corrections.
- Maintained the center as a learning/fun environment and utilized creative skills for arts and crafts.
- Maintained a safe and clean environment in accordance with all safety and infectious control policies.
- Invited and encouraged interactive play between incarcerated individuals and their children.

### **Bilingual Case Manager**

Southwest Key Programs - Goshen, NY

January 2017 to February 2019

- Conducted home visits with enrolled clients and their family members.
- Wrote case notes and monthly reports. Submitted to appropriate database in a timely manner.
- Facilitated group discussions with at risk youths to help them learn problem-solving skills, behavioral management, and accountability.

- Completed assessments and made recommendations to the courts in regards to services that would best benefit youthful offenders.
- Collaborated with community organizations to provide treatment options for clients.
- Prepared written reports for state and local facilities.
- Consulted with families to assess needs and coordinate services as needed.

## Education

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### **Bachelor of Arts in Sociology/Criminology**

State University of New York College at New Paltz - New Paltz, NY

August 2012 to December 2016

## Skills

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- Social Work
- Social media management
- Spanish
- Customer service (10+ years)

## Languages

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- Spanish - Expert



**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

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

Housing Partnership for Morris County Inc. 2 E. Blackwell St Suite 12 Dover NJ 07801  
Name of Firm (Please print or type) Address

[REDACTED]  
Phone Number

973-659-9200  
Fax Number

Jessica Padilla Gonzalez  
Name (Please print or type)

Executive Director  
Title

Jessie Padilla Gz  
Signature

Contract@hpnj.us  
E-mail

8/26/2011  
Date

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

#### **VI. COPELAND ANTI-KICK-BACK ACT**

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

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

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

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

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

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

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

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

##### **Clean Air Act**

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

##### **Federal Water Pollution Control Act**

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

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

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

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

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

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

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

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

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

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

Accepted: \_\_\_\_\_

*Jessie Padilla*

Date: \_\_\_\_\_

*8/26/2021*

Print Name and Title: \_\_\_\_\_

*Jessica Padilla Gonzalez*  
*Executive Director*

Isles, Inc.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **ISLES, INC.** whose address is 10 Wood Street, Trenton, NJ 08618 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **ISLES, INC.** dated **August 30, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **ISLES, INC.** based on pre-determined evaluation criteria stated in the RFQ; and

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

**WHEREAS**, the Agency desires to enter into this Agreement with **ISLES, INC.** to provide **The New Jersey Housing Counseling Program**;

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

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



be made in the manner set forth in this agreement. **ISLES, INC.** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.

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

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

**New Jersey Housing and  
Mortgage Finance Agency**

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: 10-26-2021

**ISLES, Inc.**

By: Sean Jackson

Name: Sean Jackson

Title: CEO

Date: October 21, 2021

## **EXHIBIT LIST**

- Exhibit A- Agency's Request for Proposal dated **August 10, 2021**
- Exhibit B- **ISLES, INC.'s** Proposal dated **August 30, 2021**

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

Default mitigation and foreclosure counseling for homeowners at risk of losing their home is provided primarily through intensive one-on-one counseling. Periodic outreach is provided through a Mortgage Assistance workshop. All Isles counselors are highly trained in the latest issues related to foreclosure and have a deep practical knowledge of the foreclosure process. Our counselors have worked with hundreds of customers and financial institutions through the foreclosure process since the banking industry collapsed the housing market in 2008. Counselors work to ensure the best possible financial outcome for the customer, be it repayment, modification, forbearance, refinance or deed in lieu.

### Default and Delinquency Counseling (one-on-one)

Isles is one of the few remaining “bricks and mortar” agencies providing one-on-one delinquency/default counseling in Mercer County. The decision to purchase a home and the selection and purchase of a home are usually not relevant to Isles' mortgage delinquency clients; however, Isles' housing counselors will cover the topics if requested by clients. All other homeownership topics will be covered with mortgage delinquency clients during individual sessions.

Our counseling process includes:

- Initial screening interview to determine if customer is eligible for service requested
- One-on-one meeting with counselor to do intake application which gathers demographic, employment, income, debt, housing needs and any current issues
- Housing Counselor will meet with the customer one-on-one and review their needs to determine what type of assistance is needed.
- A budget worksheet is given to the customer to complete prior to the next meeting
- Customer asked to sign “Customer Authorization for Counseling Services” which includes agreement to participate in the housing counseling program, release of information and release of liability for services rendered.
- Develop an action plan listing required steps, responsibility for completing and dates. Signed by the customer and counselor or referral to other agency
- Follow-up Activities and how many additional counseling sessions are needed is determined by the needs of each customer. Phone and internet counseling is often most convenient for these follow-up sessions.
- Customers are terminated if: Needs are resolved, the Agency determines that further counseling will not meet the customer's need or problem, the Customer terminates counseling, the Customer does not follow housing counseling plan, or if Contact is lost with the customer

### Mortgage Assistance Workshops (group education)

The Mortgage Assistance presentations are thorough overviews of homeowner options related to delinquency and loss mitigation. Isles counselors provide information on what to do when making mortgage payments becomes difficult, how to assess current finances and develop a budget, alternatives available to delinquent borrowers, and how to avoid becoming a victim of predatory lending and home-equity fraud. These presentations are offered both virtually and in-person to provide loss mitigation information to homeowners in need.

### Alternative Settings/Format

Isles offers accessible service locations for people requiring accommodation, and to ensure safety during the COVID-19 pandemic. Our counseling services are offered in-person at our offices and at community service locations within the region, as appropriate. We offer telephone and virtual one-on-one counseling and virtual group education.

### **2. HUD Letter**

See following page.



# HUD APPROVAL AS A HOUSING COUNSELING AGENCY

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

- (1) met the Department's re-approval criteria and
- (2) submitted an acceptable housing counseling work plan to serve its target community.

**Isles, Inc. : Agency ID Number : 80988**

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

- Financial Management / Budget Counselling -
- Fair Housing Pre purchase Education Workshops -
- Financial, Budgeting and Credit report Workshops -
- Mortgage Delinquency and Default Resolution Counseling -
- Pre-Purchase Counseling -
- Rental Hosing Counseling -
- Pre-Purchase Homebuyer Education Workshops -
- Resolving/ Preventing Mortgage Delinquency Workshop –

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**December 16, 2020**  
Date of Approval

**December 16, 2023**  
Date Approval Expires

**Kisha J. Wright**

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

### **3. Brief History of the Bidder**

Isles has been providing housing counseling services as a HUD certified Housing Counseling Agency since October 2003. Since that time Isles has provided one-on-one and group counseling to more than 1,500 housing customers. Over the past three years, Isles has served 395 customers with HUD 9902 services, 88 of whom received services resolving or preventing mortgage delinquency or default. The majority of housing customers have been below 80% of HUD median income (85%). Our services comply with all HUD Handbook 7610.1 guidelines and Isles has recently undergone its biennial review and has been recertified as a HUD approved agency through December 16, 2023.

Isles' housing counseling program addresses HUD and the NJHMFA funding priorities, including the provision of services to Low/Moderate income persons, providing in-depth housing counseling both in a one-on-one and group setting, providing high quality services based on proven curriculum and the delivery of services by well qualified staff members. Isles provides all housing counseling services, including foreclosure prevention in Spanish and English, and if necessary Cantonese.

Isles has been providing comprehensive *default mitigation and foreclosure counseling* since June of 2008 and participated in the NJ Judiciary Foreclosure Mediation Program. Currently, our foreclosure-prevention program is comprised of two measures: One-on-one foreclosure counseling, which is the mainstay of our services and a foreclosure-prevention workshop, offered monthly.

### **4. History of Each Principal**

#### Sean Jackson, Chief Executive Officer

Sean Jackson is the CEO of Isles. Prior to this position, Sean served as a Trustee of Isles, and Chair of the Real Estate Development Committee. In early 2019, Sean stepped off Isles' Board of Trustees to oversee the completion of the Social Profit Center at Mill One, a 75k sq ft redevelopment project that is converting a formerly vacant historic mill into office, studio, and flex space. Previously, Sean was Senior Vice President of Rosemont Associates, where he assisted a wide variety of clients with government relations issues before federal, state, and local government officials and agencies. He worked with hospital systems, real estate development firms, environmental remediation specialists, an electric vehicle charging firm, and several Fortune 500 companies, and assisted in managing the remediation of a 35 acre industrial site in Jersey City. In addition, Sean managed development of properties in the City of Trenton on behalf of Woodrose Properties. He was also Of Counsel at the Murphy Orlando Law Firm in Jersey City. Prior to that, Sean served for four years as U.S. Senator Robert Torricelli's Chief of Staff in New Jersey. Sean was responsible for relations with the state and local elected officials, aiding municipalities with federally funded projects, overseeing New Jersey media relations, and managing a twenty-five person staff. Sean received his BA in history and political science from the University of Michigan and his J.D. from Rutgers Newark School of Law.

#### Michael Nordquist, Managing Director

Isles' Housing Counseling Program, which consists of three housing counselors, is under the supervision of Michael Nordquist, Isles' Managing Director, who ensures that the Housing Counseling program meets both Isles' mission and the requirements of HUD. Dr. Nordquist is

responsible for oversight and administration of the Housing Counseling Program including: program development, evaluation, internal and external reporting, and leveraging resources. Dr. Nordquist joined Isles in 2019 with extensive knowledge and experience in project management and community outreach and engagement.

## **5. Description of geographical areas by city and county**

Isles currently provides housing counseling services primarily to Mercer, Monmouth and Ocean county (Region 4) residents, and we propose continuing to do so. Our services are currently and will continue to be available to any resident in the state of New Jersey, as needed and appropriate.

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

### Office structure

Default Mitigation and Foreclosure Counseling Services will be provided by three HUD-certified housing counselors on Isles Housing Counseling (IHC) staff. IHC has provided housing counseling services since 2003 and is a well established office with a holistic approach to housing and financial capabilities support for low and moderate income households. IHC is housed within Isles' Community Development Services division, one of two broad programmatic divisions within Isles' organizational structure. IHC staff are overseen by Michael Nordquist, Managing Director. Nordquist provides managerial and strategic oversight of IHC staff, and will ensure the efficient and effective management of the program. IHC staff will be supported by Isles' existing finance team, to ensure accounting and financial records compliance and management, Isles' communications team, to support outreach and engagement efforts (as appropriate), and other administrative offices within Isles' organizational structure (HR, operations, IT, etc.). Intake services will be conducted by Housing Counselors, or by trained clerical staff.

Isles has a demonstrated history of providing high quality services throughout the region. As individuals have become increasingly adept in utilizing technology for both seeking out and receiving services, our customer reach will be further strengthened. We anticipate this to be true both for group education and on-on-one services. Our organization's social media presence will assist in outreach to all areas of the Region.

### Limited English Proficiency

A high number of our target customers speak Spanish as their primary language. All housing related marketing (homeownership, IDA, default, etc.) and all housing counseling services are offered in Spanish.

### Supervisory Monitoring and Documentation for Quality Control Plan Compliance

A random sampling of Customer files are reviewed quarterly in order to monitor compliance with HUD and agency rules. All deficiencies are provided to senior management and prompt effective corrective measures are taken by senior management and documented when

deficiencies are identified. File reviews are reviewed with the counselor and a copy of the file report is placed into the customer file.

**7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;**

Each of Isles' housing counselors have at least 10 years of experience working with families to support their financial health, maintain a home, and develop a positive long-term relationship with money. Our housing counselors have had years of experience working with default and delinquency customers. Isles has successfully participated in the initial NJ Foreclosure Mediation Program, all 10 rounds of the NFMC program, and all years of the HomeKeeper and HomeSaver programs.

**8. Physical location of office(s)**

Isles Housing Counseling services are headquartered at our 33 Tucker St., Trenton, NJ location, with by-appointment services available at Isles' Social Profit Center at Mill One, located in Hamilton, NJ. An elevator accommodates physically challenged or disabled individuals seeking counseling. We serve housing counseling needs of all of Mercer County, NJ with a focus on Trenton and surrounding municipalities (Hamilton, Ewing, West Windsor). Isles has provided housing counseling to individuals living throughout New Jersey, particularly residents of Region 4 (Mercer/Monmouth/Ocean counties) and will continue to do so.

**9. References**

1. Daniel Rubin  
Central Jersey Legal Services, Inc.  
198 West State Street  
Trenton, NJ 08608  
Tel. [REDACTED]

2. Cynthia Mendez  
Arm in Arm  
123 E Hanover St  
Trenton, NJ 08608  
[REDACTED]

3. [REDACTED] (Customer)  
[REDACTED]  
[REDACTED]  
[REDACTED]

**10. Resumes of Experienced Counselors**

See following pages

Name	Years Experience	Languages
Patricia Berhau	4+	English
Elena Hung-Shum	6+	English, Spanish, Cantonese
Ankit Patel	>1	English



# PATRICIA G. BERHAU



## HIGHLIGHTS OF PROFESSIONAL EXPERIENCE

### **Asset Building and Housing Coordinator** Isles, Inc., Trenton, NJ (May 2017-present); **Asset Building Coordinator** (2012-2016)

Create, promote and deliver personal finance services for low- and moderate-income consumers

- Provide group and individual financial coaching and educational services
- Produce and deliver customized educational and behavioral materials and workshops
- Identify target organizations (e.g., employers, non-profits) for services; liaise with target organizations to secure service agreements and on all aspects of service delivery
- Create promotional materials for both customers and target organizations
- Produce and promote specialized personal finance products (e.g., savings accounts, short-term loans)
- Write summary materials for grant proposals, reports to funders and organizational newsletters and funding appeals
- Design internal systems for data management and analysis
- Provide housing counseling services (First Time Home Buyer; Loss Mitigation).

### **Director of Financial Coaching** New Jersey Citizen Action, Newark, NJ (April 2016-April 2017)

Develop, coordinate, and manage all aspects of financial coaching program, including program design, staff hiring and management, creation of promotional and programming materials, outcome tracking and report preparation for internal and external review.

### **Personal Finance Counselor and Educator**, Novadebt (Garden State Consumer Credit Counseling, Inc.) (2009) and Independent Consultant (2009-2012)

Develop and deliver personal finance workshops for varied consumer groups (e.g., college students, low-income consumers); provide training for teachers in elementary, middle and high school on teaching personal finance; write lesson plans for banking institution website; develop personal finance programming; provide one-on-one counseling to clients in financial distress.

### **Research Associate/Consultant** (2015), Beyster Fellowship Program, School of Management and Labor Relations, Rutgers University, New Brunswick, NJ

Provide research synthesis for grant proposal to W.K. Kellogg Foundation to assess the ability of employee ownership business models to improve the financial security of low-income families. Assist principal investigators in formulating and executing research design.

### **Project Manager, Researcher and Editorial Consultant** University of Pennsylvania, Department of Sociology, Philadelphia, PA (2009; 2010); Temple University, Department of Sociology, (1992-1994; 1995; 1999-2000)

Project manager for sociological research project published as *Unequal Childhoods* (1<sup>st</sup> and 2<sup>nd</sup> editions) under principal investigator/author Professor Annette Lareau. Directed team of research assistants and work-study students; assisted in the development of ethnographic research design; managed compliance with Institutional Review Board standards; and drafted co-authored work for presentation and publication.

**Instructor and Teaching Assistant**, Temple University, Department of Sociology, Philadelphia, PA (1991-1992)  
Introduction to Sociology, Sociology of the Family, and Race in America.

## **ADDITIONAL PROFESSIONAL EXPERIENCE**

**Admissions Reader**, Princeton University, Undergraduate Admissions Office (seasonal)  
October 2011-March 2012; December 2010- March 2011; December 2009-March 2010,  
Princeton, NJ

**Research Associate**, *Shared Capitalism Research Project* (with principal investigator Professor Joseph Blasi), School of Management and Labor Relations, Rutgers University, New Brunswick, NJ (2006)

**Administrator**, Working Group for Traditional Resource Rights, Mansfield College, Oxford University, Oxford (United Kingdom) (1996-1998)

**Research Assistant**, National Economic Research Associates, Inc., Philadelphia, PA (1994-1995)

**Program Evaluator**, School of Public and Environmental Affairs, Indiana University-Purdue University Indianapolis, Indianapolis, IN (1993-1994)

**Program Evaluator**, National Committee to Prevent Child Abuse, Philadelphia, PA (1992-1993)

**Research Coordinator**, Renew America (Environmental Advocacy Organization), Washington, DC (1989-1990)

**Economic Development Coordinator and Employment Services Manager**, Woodside-on-the-Move (Community Development Organization), New York, NY (1987-1989)

## **EDUCATION**

Ph.D., Temple University, Sociology, 2000 (Dissertation: *Class and the Experiences of Consumers—A Study of the Practices of Acquisition*)

M.A., Temple University, Sociology, 1993

B.A., Binghamton University (State University of New York), Political Science, Certificate in Human Services, 1987

CPFC® (Certified Personal Finance Counselor)

Certificate in Financial Social Work (Center for Financial Social Work)

*Additional Coursework*: Foreclosure Basics for Homeownership Counselors (Neighborworks);

Pre-Purchase Counseling I, (NHNLA)

## **PROFESSIONAL MEMBERSHIP**

**New Jersey Coalition for Financial Education**

Member of Board of Directors (2015-present); Member (2008-present)



# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**PATRICIA BERHAU**  
of  
**ISLES, INCORPORATED**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: February 27, 2019

Agency HCS ID: 80988  
Housing Counselor ID: ZEDTJP

Jerrold H. Mayer, Director  
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

## Elena Hung-Shum

[REDACTED]  
[REDACTED]  
[REDACTED]

### WORK HISTORY

#### **Asset Building Coordinator/Housing Counselor, 1/2014 to present**

Isles, Inc.

- Conduct overviews of financial situation of clients
- Assists clients in creation of spending plan
- Provides correct implementation plan suiting client situations
- Provides one-on-one counseling to families seeking first home or assistance with foreclosure
- Provides counseling on down payment assistance, property management, pre and after purchase issues
- Conducts special sessions on budget counseling and credit counseling
- Provided counseling about budget planning, debt reduction, collection policies and practices and government schemes and assistance programs

#### **Realtor Associate, 01/2010 to 2014**

Prudential NJ Properties – Metuchen, NJ

- Plan, supervise, implement, and evaluate 1st time Home Buyer Seminar, especially for the Latino community.
- Network with community agencies to ensure comprehensive service delivery to targeted population.
- Ensure that the office has the real estate materials in Spanish.
- Always focus on delivering and persistence.
- Passionate to work with less resourceful group.
- Fluent in Spanish/English. Proficient in Cantonese.
- Proficient in Microsoft Office applications.

#### **Spanish Poll Worker, 2013**

Middlesex County Board of Elections – South Plainfield, NJ

- Assist Spanish speaking voters.
- Ensure all Spanish signage is properly displayed.
- Translate Spanish into English simultaneously.

#### **Small Business Owner, 1996 – 2010**

Jade Creations – Woodbridge and Paramus, NJ

- Knowledge in accounting practices: profit and loss statements, daily store operations
- Implemented Quick Books and POS system.
- Familiar with SBA loan process.

**District Manager, 1995 - 1996**

Silver Collection, Wayne, NJ

- Oversees the operation of six stores
- Implemented new sales strategies at each location
- Implemented Employee handbook

**EDUCATION**

NJ School of Real Estate - Edison, NJ - Licensed Realtor Associate, 2010

Rutgers University – New Brunswick, NJ - Bachelor in Science, 1991

**CERTIFICATIONS**

Certified in Spanish and English Translator

Certified in Fair Housing

Certified in Foreclosure Intervention and Default Counseling (HO345RQ)

Certified Financial Social Worker

Certified Personal Finance Counselor

Homebuyer Education Methods (HO229)

Financial Management: Building Competency in Housing Counseling (HO004WT)

Engaging Older Adults in Financial Capabilities (HO180el)

Understanding Credit Report and Credit Scoring (HO130el)

HUD Certified Housing Counselor 2019





# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**ELENA HUNG-SHUM**  
of  
**ISLES, INCORPORATED**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: February 27, 2019

Agency HCS ID: 80988

Housing Counselor ID: 0LLXB3

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

# Ankit Patel

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## QUALIFICATION SUMMARY

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Financial Counseling professional experienced working in fast-paced environments demanding strong organizational, technical, and interpersonal skills. Trustworthy, ethical and discreet, committed to superior customer service. Confident and poised in interactions with individuals at all levels. Detailed-oriented and resourceful in completing projects; able to multi-task effectively. Technical skills include:

- Microsoft Windows, XP, Vista, and 7
- Microsoft Outlook, Word, Excel, PowerPoint, Publisher, and SharePoint
- Lotus Notes
- Adobe Acrobat
- Mac OS X
- Apple Page, Keynote, and Numbers

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## EXPERIENCE

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### **Isles, Inc.**

*Asset Building Coordinator*

**March 2009 – Present**

**Trenton, NJ**

- Participated in the creation and implementation of departmental strategies, operational procedures, policy development, and budget development.
- Prepared monthly reports and analysis of progress towards goals.
- Provided quarterly and annual evaluation of programs.
- Developed employer relationships for Isle Financial Fitness Club (IFFC) implementation.
- Created intake and monitoring system for IFFC participants.
- Developed, coordinated, and delivered financial education and electronic banking services.
- Developed, coordinated, and delivered review process for monthly budget, spending and savings plans for IFFC members
- Developed standards for emergency and personal loan readiness
- Developed IFFC products to members
- Provided guidance on tax filing
- Managed volunteer support system for members
- Developed follow-up and tracking system for IFFC customer progress
- Maintained project files, database and other customer records
- Handled special projects as assigned

### **American Consumer Credit Counseling**

*Senior Certified Credit Counselor*

**September 2006 – March 2009**

**Auburndale, MA**

- Used Financial Screening Software Tool to assist in identifying potential eligibility for financial assistance and/or ability to pay open accounts receivable and/or bad debt balances.
- Participated in and/or assist with quality management process. Attended training sessions as specified by management.
- Identified potentially indigent individuals and counsels individuals regarding payment options or financial assistance programs based on department policies and procedures.
- Maintained data pertaining to Financial Counseling activities on electronic log.

- Served as customer service resource for walk-in clients, recommended package prices, negotiated payment arrangements, and accepted payments as necessary.
- Adhered to all financial counseling and collection guidelines established by the department.
- Processed assigned accounts through any department system and Financial Screening tool.
- Conducted a face-to-face interviews and performed telephone follow-up with clients.

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## EDUCATION

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**Seton Hall University**

*Bachelor of Arts*

*Major: Psychology*

*Degree Anticipated: May 2012*

**September 2011 – Present**

**Orange, NJ**

**Middlesex County College**

*Addiction Studies Certificate*

*Major: Psychology*

*Certificate Anticipated: December 2011*

**September 2009 – Present**

**Edison, NJ**

**Middlesex County College**

*Associates of Arts*

*Major: Psychology*

*Degree: Associates in Psychology, GPA: 3.4*

**September 2003 – May 2006**

**Edison, NJ**

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## CERTIFICATIONS

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- |                         |  |
|-------------------------|--|
| ▪ First Aid & Rescue    | ▪ Real Estate License                    |
| ▪ CPR                   | ▪ Certified Personal Financial Counselor |
| ▪ Blood Borne Pathogens |  |

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## REFERENCES

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**Available Upon Request**



**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

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

Isles, Inc.

10 Wood St, Trenton, NJ 08618

Name of Firm (Please print or type)

Address

Phone Number

Fax Number

Michael Nordquist

Managing Director

Name (Please print or type)

Title

Signature

E-mail

30 August 2021

Date



# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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



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

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

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

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

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

#### **VI. COPELAND ANTI\_KICK-BACK ACT**

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

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

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

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

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

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

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

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

##### **Clean Air Act**

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

##### **Federal Water Pollution Control Act**

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

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

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

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

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

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

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

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

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

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

Accepted: \_\_\_\_\_

*Michael Nordquist*

Date: \_\_\_\_\_

30 August 2021

Print Name and Title: \_\_\_\_\_

Michael Nordquist, Managing Director, Isles

Navicore Solutions

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **NAVICORE SOLUTIONS** whose address is 200 U.S. Highway 9, Manalapan, NJ 07726 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **NAVICORE SOLUTIONS** dated **August 30, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **NAVICORE SOLUTIONS** based on pre-determined evaluation criteria stated in the RFQ; and

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

**WHEREAS**, the Agency desires to enter into this Agreement with **NAVICORE SOLUTIONS** to provide **The New Jersey Housing Counseling Program**;

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

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



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

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

**New Jersey Housing and  
Mortgage Finance Agency**

By: \_\_\_\_\_

Name: Melanie Walter

Title: Executive Director

Date: \_\_\_\_\_

**NAVICORE SOLUTIONS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT LIST**

Exhibit A- Agency's Request for Proposal dated **August 10, 2021**

Exhibit B- **NAVICORE SOLUTIONS's** Proposal dated **August 30, 2021**

### **5.1 1) Detailed description of the default mitigation and foreclosure counseling services currently offered by the Navicore Solutions**

Section 106 (a) (2) of the Housing and Urban Development Act of 1968 provides the legislative authority for HUD to provide housing counseling services directly, or through private or public organizations with special competence and knowledge in counseling low and moderate income families. Navicore Solutions' certified counselors are familiar with various HUD housing and community programs and know what course of action makes the most sense. Having this knowledge enables them to inform the client in detail regarding what housing is available for which the client is eligible and the rights and responsibilities of all parties involved in particular housing transactions-laws, mortgages, notes, contracts, etc.

Counselors are required to complete a certification program administered by the National Foundation for Credit Counseling (NFCC) whereby they are a NFCC Certified Counselor upon completion. Founded in 1951, the National Foundation for Credit Counseling, Inc. promotes the national agenda for financially responsible behavior, and builds capacity for its members to deliver the highest quality financial education and counseling services. All counselors must become certified within six months of their initial employment. Additionally, Navicore's Counseling Management Team has provided guidance and resources for our counselors to complete training and successfully pass the HUD exam for Counselor Certification. At the time of this submission, twenty – two counselors are currently HUD certified. Twelve counselors, who have been hired since March 2021, are actively attending training and preparing to take the HUD exam by 12/31/21.

In addition to formal education, Navicore Solutions' new counselor training program is extensive and ongoing. All counselors participate in a minimum of 4 weeks of counseling training before they are working independently with homeowners and community members. Additionally, all counselors are provided regular program updates and job aids to ensure they have the latest information.

Counselors participate regularly in professional development programs to increase their knowledge in specialized subjects. They are required to attend necessary training education programs in order to uphold a current, high level of knowledge in the housing counseling area. Continuing education programs include topics such as; ethics, loans, mortgages, terms, mortgage default, and the foreclosure process. All counselors are required to be fully knowledgeable in areas of Federal, State, and local fair housing laws and regulations. They also attend training sessions sponsored by third parties such as HUD, NeighborWorks and Counselors Corner. Navicore Solutions endorsed the National Industry Standards for Homeownership Education and Counseling in 2009 and adopted them as an agency during 2010.

Navicore Solutions' commitment to providing an effective housing counseling program is evident through the knowledge and experiences of its staff. Counselors' responsibilities include providing effective counseling sessions in accordance with our counseling model. They are

required to handle all sessions in a patient, helpful manner; look closely at the individual's situation; offer solutions/education and resources that coincide with the consumer's situation; complete a detailed financial analysis; and provide a Client Action Plan.

All incoming calls to Navicore Solutions are routed by a telephone queue that sends the caller to an available housing stability program counselor. Our call center allows us to provide immediate counseling to clients. If a counselor is not available within 90 seconds, the client is given the option to remain on hold or leave a voice message. Our management team oversees the queue and ensures counselors remain readily available to provide immediate counseling. Assigned counseling support representatives check voicemails several times a day to ensure that clients receive a phone call within 24 hours. If a client is facing a time sensitive issue, the counseling support representative directly contacts a Supervisor who will contact the client immediately.

Verbal and written communication with a counselor is offered on demand or by appointment. If an individual contacts our office and speaks a language other than Spanish or English, they are informed that they are welcomed to have an interpreter accompany them for their counseling sessions and our counselors can also provide referrals for translation services, if desired.

Default counseling is provided to any individual with a current or expected delinquent mortgage situation on a FHA, VA, or conventional mortgage. A certified counselor helps the client to prepare an assessment of their financial situation to determine the root cause of the problem and the best course of action to resolve their issues based on their capability to handle the mortgage payment. Our counselors work with lenders in loan modifications, short sales and deed in lieu of foreclosure, to name a few.

In addition to a Client Action Plan being completed, educational resources are offered, if applicable as well. This type of counseling requires more frequent follow-up to ensure that the client has reached a resolution with the mortgagor, as many times the lender requires ongoing review and communication until a decision is made. Follow up counseling with the mortgagee is performed until the default is cured or the mortgagee completes a sale and finds alternative housing. The follow-up process is performed in order for Navicore Solutions to determine whether the counseling resolved the problem or need, the client terminates counseling, or the client does not follow the Client Action Plan agreed upon. Contact with the client's mortgage servicer in reaching a resolution provides needed support and facilitates a realistic achievable result.

Through the above established guidelines, the following are addressed as part of the counseling session:

- Navicore Solutions' counselors develop a budget for the client based on a verbal representation of expenses, debts and available sources of income.
- A Client Action Plan is developed after completion of the budget and becomes the tool

for the client to utilize as guidance to achieve their housing goal. This Plan may be revised at any time during the counseling process, as changes to the financial situation of the client occur during their housing need.

- Navicore Solutions' counselors provide guidance to the client in what is to be included in a hardship letter, including a description of the borrower's situation, reason for default, factors to be considered in preparing a work out solution and an estimate of the housing cost that the borrower can afford to pay.
- Navicore Solutions will attempt to contact the servicer or lender to facilitate communication and encourages servicer activity.
- Navicore Solutions has established follow-up procedures to reinforce budget assumptions update financial verification and collect additional documents. Follow-up is accomplished through verbal communication, written communication and email.
- As part of any default/foreclosure counseling sessions, should the client ask for a Navicore Solutions counselor to review their proposed work out resolution, to ensure that the borrower fully understands terms and obligations and that the proposed solution is sustainable over the long term, we will do so as part of our default/foreclosure counseling process.

Navicore Solutions works with community groups and organizations, in addition to state and national organizations, to hold Homeowner clinics to try and reach out to those who are in financial distress and educate them about the possible resolution options available to them; emphasizing the importance of communicating with their mortgage servicers in order to receive assistance. A critical aspect of the communication with clients is that Navicore Solutions counselors are able to serve as a neutral third party. Most individuals receiving housing counseling from Navicore Solutions choose to utilize Navicore Solutions' communication lines to reach their mortgage company. Through Navicore Solutions' history and extensive partnerships, homeowners experience a productive communication line towards loss mitigation options with a counselor who has industry knowledge and becomes familiar with the homeowner's situation and financial reality.

Loss mitigation options are especially difficult to navigate for homeowners who are ineligible for programs. Often times they have heard about one program, and do not even know how to approach their servicer, let alone how to discuss alternatives to foreclosure. Navicore Solutions' counselors are well-versed in the full scope of loan workout options and loss mitigation programs. They have access to a Counselor Resource List, which provides connection to local services, charities and programs that can help clients facing issues, which may prevent them from maintaining regular mortgage payments. This resource provides our counselors a list of local resources that are available in the client's area and is shared with the client as part of the counseling session.

**5.1 2) A copy of Navicore Solutions HUD certification or other proof of good standing with HUD**

Please find attached a letter from our HUD Point of Contact after our 2019 Performance Review signifying we are in good standing with HUD.

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

Navicore Solutions, a Garden State Consumer Credit Counseling 501 (c) (3) non-profit organization, was founded in 1991 and ***“strengthens the well-being of individuals and families through education, guidance, advocacy and support.”*** Our HUD approved main office is located in Manalapan, NJ with additional HUD approved counseling branch locations in Hammonton, NJ, Mansfield, MA, Raleigh, NC, Dallas, TX, Roseville, MN, Henderson, NV, San Diego, CA, Peoria , IL, St. George, UT, Stamford, CT and Bensalem, PA.

Initially approved by the U.S. Department of Housing and Urban Development (HUD) in 2003, our agency became an approved Housing Counseling National Intermediary in 2013. Navicore Solutions is nationally approved by the Executive Office for U.S. Trustees to provide Pre-Bankruptcy Counseling and the Debtor Education course to consumers filing for bankruptcy protection. Our organization is an active member of the New Jersey affiliate of the Jump\$tart Coalition for Financial Literacy, the Coalition of National Intermediaries and the Housing Counseling Resource Center. In addition, we are a National Foundation for Credit Counseling (NFCC) member and became accredited by the Council on Accreditation in 2011, after maintaining ISO certification since 2000. COA’s commitment to maintaining the highest level of standards and quality improvement is designed to identify providers that have set high performance standards for themselves and made a commitment to their constituents to deliver the highest quality services.

Navicore Solutions provides services in the areas of housing counseling, personal financial counseling, financial education, debt management program, pre/post-bankruptcy counseling and education, student loan counseling and disaster recovery counseling.

- As a HUD-approved housing counseling agency, our housing counseling program offers Pre-purchase, Rental, Non-Delinquency Post Purchase, Default/Foreclosure, HECM and HECM Default counseling. As a component of default/foreclosure counseling, a certified Counselor may assist the homeowner with negotiating a repayment plan, securing a loan modification or other possible solutions that will allow the homeowner to retain homeownership.
- Personal Financial Counseling is provided by certified counselors who complete budget analyses for consumers experiencing budget, credit or debt related concerns. One-on-

one counseling assesses the consumer's monthly financial profile and facilitates guidance to resources.

- Financial Education is delivered through individual counseling, workshops and written material. A minimum of 8,000 financial education materials are provided monthly to consumers nationwide. Our agency has become a preferred provider of workshops and seminars for local community members and clients on a wide range of financial education and homeownership topics.
- Our Debt Management Program is a consolidation of all unsecured debt. The DMP is offered as a viable alternative to bankruptcy, but only if it is deemed an appropriate solution and the consumer agrees to the terms and conditions of the plan. Navicore Solutions provides ongoing counseling throughout the client's enrollment in the DMP and helps resolve the client's financial problems with care, compassion and the client's best interest in mind.
- Pre/Post Bankruptcy Counseling and Education offers pre-petition counseling and education via the internet to consumers desiring a discharge of their debts. The counseling component involves a thorough assessment of the debtor's financial situation and explores the options available.
- Student Loan Counseling is offered to anyone in need. Certified counselors provide an in depth review of the borrower's current financial situation and help in determining eligibility for federal programs to assist in repayment.
- Disaster Recovery Counseling –Trained counselors provide comprehensive counseling services to victims of natural disasters to help address housing needs, apply for applicable programs, connect with resources, and establish an action plan to recovery.

Our agency is pro-active in our communities by providing financial literacy and counseling locations where individuals can learn about available resources and programs. All residents should have access to decent, affordable housing in a safe living environment. We service all segments of the population regardless of race, color, religion, national origin, sex, familial status and disability, and our counseling services enable a client to make informed and reasonable decisions to achieve their housing goal by meeting their needs.

Our agency (1) Offers counseling sessions to all community resources within the identified jurisdictions we serve (2) Offers counseling sessions to any individual in need, including low- and moderate- income individual/families (3) Provides referral information and resource information to community members for help in other areas of expertise (4) Meets the needs of those who HUD and other partners refer to our agency.

Numerous groups hold Homeowner Clinics to reach out to those in financial distress in order to educate them about the possible resolution options available to them and emphasize the importance of communicating with their mortgage servicers. Navicore Solutions has been involved with HUD and various State legislative groups in support of these efforts. Our agency partners with local governments, nonprofit organizations, homeowners and lenders to help families overcome obstacles that could result in the loss of their homes. As such, we strive to be a leader by fostering responsible financial habits for people at risk of foreclosure.

Certified Navicore Solutions counselors assist distressed homeowners by helping them navigate their budget challenges through the provision of specific action steps, recommendations and resources. They communicate with servicers via conference call, when applicable, in an effort to work with the homeowner to reach a resolution regarding the home. Our Housing Program assists homeowners who have received trial modifications from participating servicers by providing tools to help them sustain long term homeownership and increase the success of their loan modification. Program components integrate counseling, financial education and homeowner responsibility.

We have been a recipient of funds for our participation in the following programs: Hardest Hit Fund Housing Counseling Programs in NJ, CA, NV and IL; state mediation programs in New Jersey and Illinois; NFMC counseling programs in NJ, TX, IL and NV; nationwide through partnership with the NFCC, HPF and as a direct grantee of NeighborWorks; AG Settlement programs in IL, MD, NC and NV; Project Reinvest counseling programs in NJ, IL and CA; and nationwide as a direct grantee of NeighborWorks. We also were actively involved in a post modification program with Fannie Mae and several mortgage servicers in recent years. In addition, we were involved in the Sandy Homeowner and Rental Assistance program (SHRAP) in NJ, assisting families that were impacted by Hurricane Sandy. Currently, we are part of the Social Services for the Homeless Program in NJ and providing counseling services for the NJ DCA Sandy Recovery Division.

Level of Counseling Activity in the past 3 years:

<b>Year</b>	<b>Counseling Activity (Number of sessions for NJ residents)</b>
YTD January 1 – July 31, 2021	953
2020	1,501
2019	1,910
2018	1,992



**5.1 4) A brief history or resume of each principal in the Bidder's organization including counseling supervision experience or counseling experience with the past 3 years**

**Joel Greenberg, Executive Director (ED)**

Joel Greenberg is Executive Director and founder of Navicore Solutions. Established in 1991, Navicore Solutions has over 125 employees, including more than 35 counselors, with 12 offices in 11 states and almost 14,500 clients in debt management plans.

As an industry representative, Joel has served as an observer to the National Conference of Commissioners on Uniform State Laws (NCCUSL), helping to shape the Uniform Debt Management Services Act. Additionally, Joel has represented the non-profit counseling industry's positions, and has provided testimony to the Internal Revenue Service, the Executive Office of U. S. Trustees, and legislative bodies of New York, New Jersey, Maryland and North Carolina.

Previous experience includes Chief Financial Officer of a proprietary school organization and Controller of a major east coast retail organization. Joel received his Bachelor of Arts degree, majoring in Accounting, from Queens College of the City University of New York, and served four years active duty in the United States Air Force during the Vietnam War.

**Jill Feldman, President and Chief Operating Officer (COO)**

During a twenty – five plus year history of progressively challenging positions, Ms. Feldman has supervised and managed all phases of consumer credit counseling including record keeping, counseling, client and creditor services and operations. During her tenure she has served in various supervisory and management positions. Currently Ms. Feldman serves as a corporate officer with responsibility for the administration of Navicore Solutions' agency services. This position also serves as a link between the organization and the ED, while also overseeing all employees and operations within the organization.

Ms. Feldman is a graduate of Farleigh Dickenson University.

**Todd Suler, Chief Financial Officer**

As Chief Financial Officer since late 2008, Mr. Suler has been responsible for all financial matters of the Organization and reports directly and works closely with the ED and COO. He was employed by Greater Community Bancorp from 1995 – 2008, as Director of Internal Audit (1995-1996) and Vice President and Controller (1996-2008). Prior to working with Greater Community, Todd was employed by Spencer Savings Bank from 1992 – 1995 as Senior Internal Auditor (1991-1992) and Director of Internal Audit (1992 – 1995).

Mr. Suler is a Certified Public Accountant and a graduate of Seton Hall University

**Diane Gray, Chief Program Officer**

As Chief Program Officer, Mrs. Gray oversees all counseling and financial education activities at Navicore Solutions. She directs management and operations of the organization's programs and services, including the agency's efforts to provide financial education to individual consumers and the community at large through counseling, education materials and workshops. Mrs. Gray is responsible for managing the leadership team of the organization's key mission focused department, thus overseeing a workforce of over 35 counselors.

Mrs. Gray provides leadership through communication, development and implementation of organization vision and strategic goals. She represents the organization on local, state, and national levels in forums such as meetings, site visits, audits and conferences with industry and political leaders. Mrs. Gray oversees the coordination of grant research and the submission of proposal requests, as well as oversees the coordination of community education and outreach activities. Her extensive experience in the financial counseling arena, and commitment to providing the highest quality service possible make Mrs. Gray a tremendous asset to the Navicore Solutions organization, as well as an excellent resource for information.

Prior to joining Navicore Solutions in 1998, Mrs. Gray worked at the municipal clerk's office in Howell Township, New Jersey. She worked in the consumer affairs division directly under the Municipal Clerk. Mrs. Gray earned a Bachelor of Arts in English from The College of New Jersey, and has earned certification as a Certified Personal Finance Counselor and an Internal Quality Auditor for BSI/ISO 9001:2000. In addition, Mrs. Gray serves on the Fair Housing Board of Monmouth County and previously served as committee member of the Income Impact Committee for the United Way of Monmouth County.

**5.1 5) Description of geographical areas by city and county served by Navicore Solutions**

As a national nonprofit organization, Navicore Solutions provides counseling services nationwide, with physical office locations in Manalapan, NJ, Hammonton, NJ, Mansfield, MA, Raleigh, NC, Dallas, TX, Roseville, MN, Henderson, NV, San Diego, CA, Peoria, IL, St. George, UT, Bensalem, PA and Stamford, CT. Initially approved by HUD in March of 2003 as a local housing counseling agency, we received approval as a National Intermediary in 2013 and have maintained compliance with Program guidelines without issue.

Navicore Solutions provides counseling services to New Jersey residents of all cities and counties throughout the state.

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

Our organization is readily accessible to serve residents of all New Jersey counties via telephone. Historically, 99 percent of our clients prefer to conduct their counseling session via phone. Our integrated phone system allows our agency to facilitate services in the same manner agency wide through system wide queues. All incoming calls to Navicore Solutions are routed to send the caller to an available housing program counselor. Our call center allows us to provide immediate counseling to clients. If a counselor is not available within 90 seconds, the client is given the option to remain on hold or leave a voice message. Voicemails are checked several times a day, ensuring clients will receive a call back within 24 hours. Our Certified Counselors provide effective counseling sessions in accordance with Navicore Solutions counseling model, which is the same despite the branch location or manner in which the counseling is provided.

Navicore Solutions has two office locations in New Jersey; one in Manalapan located in Central NJ and the second in Hammonton, located in Southern NJ. Our Manalapan office is conveniently located in proximity to State Highways 18, 33 and 34 in Western Monmouth County. Our Hammonton office is located in proximity to the Atlantic City Expressway, US Route 30, US Route 206 and US Route 54, along with County Routes 536, 542, 559 and 561. Both locations are handicapped accessible for disabled and elderly clients that may have special needs. New Jersey Transit bus service assists those who do not have automobile transportation readily available to them. Thus, Navicore Solutions is readily accessible to NJ residents wishing to conduct counseling in person.

All of Navicore Solutions' counselors providing housing program counseling are fully dedicated to the counseling process and do not split their time amongst other programs. Ninety percent of counseling staff are full time and 10 percent are part time. None of our counselors are volunteers. Counseling Supervisors directly supervise all counselors within a team and are responsible for the direct supervision of housing program counselors by providing guidance and feedback. They monitor counselors' work, observe counseling sessions, conduct performance evaluations and ensure the counselors are kept current with new procedures, information, etc. Additionally, they ensure all counselors are compliant with Program policies and procedures and are meeting performance expectations. Counseling supervisors are available to provide financial capability counseling at a higher level when required.

**5.1 7) Narrative of Navicore Solutions ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a client**

With over 30 years of experience in financial counseling, Navicore Solutions' is actively involved in numerous nationwide associations and is consistently sought out for guidance and direction

within the credit and housing counseling industry. We are recognized in the industry as leaders in the provision of counseling services and have established various partnerships with local, state and national organizations. Through these relationships, we are able to connect with individuals and families throughout the country in financial distress and provide them with quality counseling to determine resolution options available to them. This extensive network supports Navicore Solutions' expertise in working with creditors, serving agents and lenders in facilitating successful outcomes for those who seek our services.

### **Relationships**

- **Department of Housing and Urban Development**

Navicore Solutions became approved by HUD as National Intermediary in January 2013. Our agency values our relationship with HUD and we work hand in hand to assist individuals and families who are experiencing housing issues, along with educating consumers on housing topics. One role of an Intermediary is to provide training and technical assistance to ensure HUD regulatory compliance and on-going uniform quality control. We are committed to compliance with all HUD guidelines, thus ensuring those who contact our agency will receive quality and compassionate services from trained, certified and technically competent housing counselors.

- **NeighborWorks America**

NeighborWorks uses a grant to fund development and implementation of foreclosure prevention workshops. In addition, grant funds are used to support successful face-to-face counseling provided by NeighborWorks to local homeowners. Navicore Solutions worked with NeighborWorks on their National Foreclosure Mitigation Program (NFMCM) and Project Reinvest Program both as a direct and sub grantee. The Project Reinvest Program provided financial coaching services to help stabilize finances, rebuild credit and establish savings to households throughout the country.

- **Creditors**

Navicore Solutions has referral relationships with various creditors including Bank of America, Chase, Capital One, One Main Financial and Citibank. Clients referred for credit counseling often benefit from our Debt Management Program (DMP) whereby we consolidate debt into an affordable repayment plan by working with creditors to lower interest rates and waive fees.

- **New Jersey Community Capital (NJCC)**

Navicore Solutions partners with NJCC to provide foreclosure prevention counseling, pre-purchase housing counseling and borrower outreach to their consumers.

- **Affinity Federal Credit Union**

Navicore Solutions partner with Affinity Federal Credit Union to provide loss mitigation, foreclosure prevention counseling, and pre-purchase housing counseling and homebuyer education to their consumers.

- **Divvy**

Navicore Solutions partners with Divvy to provide financial and pre-purchase counseling to their consumers.

- **Bank of America**

Navicore Solutions partners with Bank of America to provide homebuyer education and pre-purchase counseling services to consumers participating in their **Connect to Own** program.

- **Fannie Mae**

Navicore Solutions partners with Fannie Mae to provide homeownership education and pre-purchase counseling to their consumers participating in their **Home Ready Mortgage** program.

- **Wells Fargo**

Navicore Solutions partners with Wells Fargo in providing counseling nationwide for renters and homeowners affected by the COVID-19 pandemic.

- **State Agencies**

Navicore Solutions worked with New Jersey Housing and Mortgage Finances Agency on the NJ Hardest Hit Program and the initial NJ Mediation Program from 2010 through its completion in 2013; now currently serving Regions 3, 4 and 6 under the new restricted Program. In addition, our agency is currently a partner with NJ Department of Community Affairs for their Sandy Housing Counseling program. We have partnered with Illinois Housing Development Authority (IHDA) on their Hardest Hit Program, Foreclosure Prevention Programs and Foreclosure Prevention Graduated Programs. Additionally, we were a sub grantee of NJHMFA, IDHA and California Housing Finance Agency on NeighborWorks Project Reinvest Program. Through these programs, we are able to connect with distressed homeowners and provide appropriate guidance to help them resolve their situation.

#### **5.1 8) Physical locations of Navicore Solutions New Jersey Offices**

Navicore Solutions location at 200 US Highway 9 North, Manalapan, NJ, has close proximity to State Highways 18, 33 and 34 in Western Monmouth County.

Navicore Solutions location at 212 Bellevue Avenue, Hammonton, New Jersey, has close proximity to the Atlantic City Expressway, US Route 30, US Route 206 and US Route 54, along with County Routes 536, 542, 559 and 561.

As noted previously in the submission, both locations are handicapped accessible for disabled and elderly clients that may have special needs. New Jersey Transit bus service assists those who do not have automobile transportation readily available to them.

#### **5.1 9) References for Navicore Solutions**

##### **HUD**

Kortnie Knight  
Housing Program Specialist  
US Department of Housing and Urban Development  
Office of Housing counseling  
Oversight and Accountability Division  
40 Marietta Street, 15<sup>th</sup> Floor  
Atlanta, GA 30303  
[REDACTED]  
[REDACTED]

##### **New Jersey Department of Community Affairs**

Sylvia Johnston  
Grants Manager (Policy)  
NJ Department of Community Affairs  
Disaster Recovery and Mitigation Division  
101 S. Broad Street, PO Box 823  
Trenton, NJ 08625  
[REDACTED]  
[REDACTED]

##### **Middlesex County**

Melissa Bellamy  
Division Head  
Division of Housing, Community Development & Social Services  
Office of Human Services  
Department of Community Services  
75 Bayard Street, 2<sup>nd</sup> Floor  
New Brunswick, NJ 08901  
[REDACTED]  
[REDACTED]

#### **5.1 10) Resumes of Navicore Solutions Experienced Counselors**

Attached please find resumes of all of Navicore Solutions' experienced counselors.



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## HUD APPROVAL AS A HOUSING COUNSELING AGENCY

The U. S. Department of Housing and Urban Development approves the following named entity as a National Intermediary. The entity has (1) met the Department's initial approval criteria and (2) submitted an acceptable housing counseling work plan to serve its target community.

### GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A NAVICORE SOLUTIONS

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

- Financial Management/Budget Counseling
- Mortgage Delinquency & Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Reverse Mortgage (HECM) Counseling
- Rental Housing Counseling
- Financial, Budgeting and Credit Repair Workshops

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August 4, 2016  
Date of Approval

August 3, 2018  
Date Approval Expires

*Cheryl W. Appline*

Cheryl W. Appline  
Director, Oversight and Accountability  
Office of Housing Counseling



**Lauren Lovett**

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**Subject:** FW: Performance Review Letter  
**Attachments:** Garden State CCC 2019 PR Letter.pdf

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**From:** Mindes, Stuart [REDACTED]  
**Sent:** Tuesday, October 01, 2019 3:44 PM  
**To:** Diane Gray  
**Subject:** Performance Review Letter

Diane-

Attached is my review letter. Thank you and your staff for their cooperation during the review. We are not issuing certificates for Intermediaries at this time.

Please contact me if you have any questions.

*Stuart Mindes*  
Housing Program Specialist  
U.S. Department of HUD  
Office of Housing Counseling  
One Newark Center, Newark, NJ 07102  
[REDACTED]

[www.hud.gov](http://www.hud.gov)

f you have any questions.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Housing Counseling  
One Newark Center  
Newark, NJ 07102

September 30, 2019  
Ms. Diane Gray, Vice President  
Garden State Consumer Credit Counseling, Inc.  
d/b/a Navicore Solutions  
200 U.S. Route 9  
Manalapan, NJ 07726-3072

Dear Ms. Gray:

Thank you for your courtesy and cooperation during my September 10-11, 2019 on-site review of your agency's housing counseling program. The review was conducted to ensure that Garden State Consumer Credit Counseling, Inc. d/b/a Navicore Solutions continues to comply with all HUD Housing Counseling Program requirements including those found in: 24 CFR Part 214, Housing Counseling Program (Final Rule); HUD Handbook 7610.1, "Housing Counseling Program"; relevant mortgagee letters; and applicable grant agreements. Additionally, the review was meant to give you and your staff a chance to discuss any questions and concerns.

Based on our review and the follow up information provided by your staff, your agency's performance meets the requirements of our housing counseling program.

It is your agency's responsibility to check the Housing Counseling System (HCS) frequently to ensure your information is current and accurate. This data must be verified at least once every ninety days. After making any required change or if no change is required, simply mark the "Validate" box located in the upper right corner of your agency profile page to indicate you have verified the information. Then click the OK button. Agency data from HCS is used to produce the state-by-state lists of participating housing counseling agencies posted on HUD's website and provided on the telephone interactive referral system.

Thank you for your participation in our program. If I can be of further assistance, please contact me at [REDACTED] or by email at [REDACTED].

Sincerely,

A handwritten signature in black ink that reads "Stuart Mindes". The signature is written in a cursive, flowing style.

Stuart Mindes  
Housing Program Specialist  
Office of Oversight and Accountability

Enclosure



HUD.gov

## HUD Approved Housing Counseling Agencies

[GO BACK](#)

This listing is current as of 08/25/2021.

[Click here to narrow your search.](#)

[Printer Friendly Version.](#)

### Agencies located in NEW JERSEY

Agency Name	Phone, Toll-Free, Fax Number, Email, Website, Agency ID	Address	Counseling Services	Languages
GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS	Phone: [REDACTED] Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: housing@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: [REDACTED]	200 US Highway 9 Manalapan, New Jersey 07726-3072	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
NAVICORE SOLUTIONS - MANALAPAN, NJ	Phone: [REDACTED] Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: housing@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: [REDACTED]	200 US Highway 9 Manalapan, New Jersey 07726-3072	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>

You can narrow your search within this state by using one or more of the following search criteria and clicking the "Search" button. To choose another state please click on the "Go Back" link at the top of this page.

Agency Name:

Specific City:

Specific Zip:

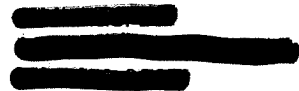
Counseling Service:

Language:

Parent Organization:

Designation: ☐ Colonias ☐ Faith Based

# AKILAH A. WATSON



## Objective/ Skills

Seasoned financial services representative with strong leadership and organizational skills. People oriented and easily adaptable to challenging situations. Ability to think on my feet and a quick learner. Highly efficient and very knowledgeable with the following technologies, Microsoft word, Excel, Outlook, Bank software systems- Miser, RMS Totalplus and Bisys, Internet, sharepoint, all standard office equipment.

## Experience

### Navicore Solutions NJ, March 2011- Present

- Provide financial counseling by upholding the standards of the counseling model to consumers in need.
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training, as provided, on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.
- Meet expectations regarding results and behavior and adhere to all department manual policies & Procedures

### New York Community Bank NY, and NJ, December 2004 to January 2011

#### Sr. Financial Services Representative

- Performed all Teller Operations- Deposits, withdrawals, account changes, stop payments and cashier's checks
- Advised customers on their finances, referred them to open accounts that best fit their personal needs
- Assist management in creating new product promotions
- Build customer relations with high quality customer service
- Prove cash on a daily basis
- Train new hires on banking processes, procedures and systems
- Assists back office personnel on special projects (system conversions & trial tests)
- Requested by Regional office to perform specialized systems testing and branch training of software when it was time to roll out the new system to the newly acquired branches

## Education

John Jay College of Criminal Justice Manhattan, NY  
▪ 3<sup>rd</sup> year Junior-Forensic Psychology Major, BA

## Interests/ Community outreach

### Rich Peer Leaders, Program Director 2006-12

- March 1995 to Present
- Community Youth Development Group- Peer Leader, and occasional guest speaker, mentoring. Host video teenage issues, tutor, counsel and MC award ceremonies.

References are available upon request

# Alicia Stetler

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## **Educational Background:**

University of Houston

Master of Social Work, Currently Enrolled  
(Online Coursework)

Expected Graduation Date: May 2020

Illinois State University, Normal, IL

Bachelor of Science in Special Education

- Type 10 Teaching Certificate LBS1
- Graduated Magna Cum Laude

Graduated: May 2007

Illinois Central College, East Peoria, IL

Associate of Arts and Science

Graduated: December 2004

## **Language Proficiencies:**

English: Native Speaker

Spanish: Professional Working Proficiency

## **Employment Experience:**

Navicore Solutions, Peoria, IL

Position: Community Outreach Provider

July 2018 – Present

- Provided financial education workshops throughout community settings including housing services, criminal justice facilities, employment training centers, and other service facilities
- Educated and engaged community members about financial education services through outreach events
- Submitted program evaluation and demographic paperwork per agency guidelines

United States Committee for Refugees and Immigrants

YMCA International, Houston, TX

November 2015 – September 2017

International Institute, St. Louis, MO

April 2015 - September 2015

Position: Post Release Services & Home Study Case Manager

- Provided case management to newly arrived, primarily Spanish speaking, immigrant youth through the Unaccompanied Child Program under the direction of USCRI (United States Committee for Refugees and Immigrants)
- Provided client and parent education regarding accessing community resources, self-advocacy, local and federal laws, safety planning information, and healthy living
- Documented all client contacts within specified timeframes

## **Professional Teaching Experience:**

August 2007 – June 2014

District 150, Peoria, IL; American School of Pachuca, Mexico; Nueva Hoja Bilingual School, Costa Rica;

District 86, East Peoria, IL

- Served students with disabilities including ADHD, Autism, learning disabilities and/or behavioral/emotional disabilities in self-contained and co-teaching inclusion settings
- Utilized data based assessment to guide differentiated instruction and ensure that students progressed toward individual goals and grade level expectations
- Collaborated with parents as well as school and community service providers to ensure that students received needed services; including Speech Therapy, Psychological Services, Occupational Therapy, behavioral services, etc.
- Taught students how to identify, verbalize and advocate for their needs; including utilizing coping strategies such as talking with an adult, taking breaks, sensory stimulation exercises, etc.

# Alicia Stetler

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## Other Relevant Employment Experience:

- SEAPCO (Special Education Association Peoria County) October 2017 – June 2018
- Supported special education students in self-contained and inclusion settings on a substitute basis
- Illinois Department of Rehabilitative Services January 2018 – July 2018
- Provided in home support to individual with Developmental Disability
- PCCEO (Peoria Citizens' Committee for Economic Opportunity) January 2018 – June 2018
- Early Head Start, Peoria, IL - Internship
- Completed educational early head start setting under the supervision of Master Social Worker
  - Completed parent education home visits, recruitment/enrollment tasks and event planning
- Neighborhood House, Peoria, IL June - August 2014
- Supervised children ages 6-8 in indoor recreational activities and field trips while providing extra support for children with special needs in the role of seasonal summer camp staff
- HISRA (Heart of Illinois Special Recreation Association), Peoria, IL May - September 2006
- Supported youth with special needs to participate in recreational activities and community outings in the role of seasonal special recreation staff
- MARC Center, Normal, IL January 2005 - July 2006
- Supported adults with disabilities to complete daily living tasks inside and outside the home in the role of direct support person

## Volunteer Experience:

- Americorps VISTA (Volunteers in Service to America), Peoria, IL August 2014 – March 2015
- Supported Heart of Illinois Homeless Continuum of Care by facilitating Continuum meetings, updating website, and leading 2015 Homeless Point in Time Count planning committee
  - Supported City of Peoria by managing City of Peoria Exterior Paint Program and collaborating in the planning efforts of the 2015 City of Peoria Neighborhood Awards Banquet
- WWOOF (Worldwide Working on Organic Farms), Ireland June and July 2009
- Completed agricultural tasks on organic farms by working cooperatively with other volunteers and worked with groups of children ages 4-8 in environmentally friendly art camp
- America Reads/ America Counts, Normal, IL January 2005- May 2006
- Tutored small groups and individual students in reading, writing and math per classroom teacher's instructions
- Other Volunteer Experience:
- Volunteered with the following organizations for single or multi-day events: Tri-County Urban League, American Red Cross Youth Club, Council for Exceptional Children, Community to Community Development, Texas Organizing Project

## Professional Development and Skills:

- Module - Protecting Human Rights, refugees and Displaced Persons in International Law
- Harris County Law Library Lecture Series – Immigration Law and Internment Camps in Texas
- Motivational Interviewing Training
- Mandated Reported Training
- Bridges out of Poverty Workshop
- Certified in CPR and First Aid
- Autism/ ADHD Training – Is it Sensory or is it Behavior?
- Nonviolent Crisis Prevention and Intervention Training
- Beginning Fundraising and Grant Writing skills
- Computer Skills: Microsoft Office Programs (Word, Excel, PowerPoint, Publisher), Adobe Contributor, social media, typing 70 wpm

# Amber Sattler

HOUSING COUNSELOR

## CONTACT

[REDACTED]

[REDACTED]

## CERTIFICATIONS

- **CERTIFIED CONSUMER CREDIT COUNSELOR**  
The National Foundation for Credit Counseling (2014)
- **CERTIFIED HOUSING COUNSELOR**  
The National Foundation for Credit Counseling (2012)
- **CERTIFIED HECM COUSENLOR**  
US Dept. of Housing & Urban Development (2017)

## EDUCATION

B.S. FAMILY SOCIAL SCIENCE:  
Personal and Family Finances

University of Minnesota  
(2004-2008)

Minor in HOUSING STUDIES

Graduated with Honors (GPA 3.806)

## PROFILE

Dedicated to helping people understand their personal finances, my goal is to assist those struggling with housing issues by providing education, insight, and connecting them with local resources, all with compassion and respect.

## PROFESSIONAL EXPERIENCE

### HOUSING COUNSELOR

*Navicore Solutions (Sept 2010-Present)*

As a Housing Counselor at a non-profit my role is to help clients to find affordable housing solutions. Many of the people we work with are going through crisis situations and are overwhelmed, they need help sorting through options and figuring out next steps.

- Provide foreclosure prevention, post modification, pre-purchase, and reverse mortgage counseling
- Explain programs and provide local resources
- Empower clients to take control of their personal finances

### OVERNIGHT VOLUNTEER

*Theresa Living Center (Jun 2013-May 2017)*

Overnight volunteers help make it possible for women to stay in temporary housing for a few weeks, months, or even years as they got back on their feet.

- Supervised women in a temporary/shared housing situation
- Handled crisis phone calls from clients experiencing homelessness

### COMMISSIONER

*Community Engagement Advisory Committee (Apr 2016-Mar 2017)*

City commissioners meet monthly to discuss community issues and bring them before the city council.

- Advised City Council on issues of community building, engaging renters, homeowners associations, etc.
- Participated in meetings on a professional level, broadcasted via public assess

### FINANCIAL COUNSELOR

*Auriton Solutions (Jan 2009-Sept 2010)*

- Counseled clients to help them gain financial balance
- Provided guidance on topics such as mortgages, credit cards, credit reports, foreclosure, budgeting, and saving

### TEACHING ASSISTANT

*University of Minnesota (Sept 2006-May 2008)*

- Challenged college students to think about their personal finances
- Researched a professional paper on personal finance for publication

**DEBORAH ANN KOHL**

[REDACTED]

[REDACTED]

[REDACTED]

**11/2017-present: Navicore Solutions, Henderson, NV.**  
**Credit Counselor**

**08/2011-10/2017: Navicore Solutions, Henderson, NV.**  
**Housing Counselor**

**2002-08/2011: Auriton Solutions, Henderson, NV.**

**1. Credit and Housing Counselor:**

Define the source of the client's financial problems. Intervene with servicers on behalf of homeowners regarding the best workout options to resolve housing issues. Counsel clients regarding available options such as a Debt Management Program for resolving unsecured debt issues and offering outside referrals as necessary.

Prepare and send Client Action Plans to clients and reports to servicers, review credit reports and personal finances with clients, and assist clients with the preparation of required documents for mortgage review by servicers. Follow-up with clients and servicers as needed.

**2. Housing Coordinator:**

Work as liaison with HPF for daily housing reports and relay HPF expectations and guidelines to management, staff and counselors. Serve as the direct resource for client escalation calls and reporting fraudulent third-party agencies. Update training staff on revisions to supplemental directives and other foreclosure prevention updates.

**3. Office Manager:**

Interview Counselor applicants, maintain supply inventory, and coordinate with property management personnel regarding facility issues.

**4. Community Outreach and Education:**

Participated in several foreclosure prevention workshops and community education events, including events sponsored by Congresswoman Dina Titus and Senator Harry Reid, the local HUD office, the College of Southern Nevada, the Nevada Mediations Program, and several other HUD approved and faith-based non-profit agencies. Helped to develop the Fannie Mae sponsored Stop Nevada Foreclosures website. Certified as a trainer for Home Buyer Education classes.

**1997 to 2002: Nikken Incorporated, Irvine, CA.**

Credit Processor: account collections and chargeback retrievals. Employee Training: provide new employee for in-house software programs.

**1991-1997: J.C. Penney Co.: Bloomington, MN; Albuquerque, NM; Richmond, VA.**



Credit Service Representative: credit card application administration, credit-line review, research misapplied payments, purchases and credits, and processing of chargebacks and monetary policy adjustments.

Credit Bureau Specialist: research of inquiries and disputes to resolve problems and find solutions regarding credit bureau reports.

# Faith F. Haley

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## WORK EXPERIENCE

### **Navicore Solutions**

*Certified Credit Counselor*

Manalapan, NJ  
June 2002-Present

- Provide financial counseling and financial education to consumers in need

### **Insurance Services Office, Incorporated**

*Writer*

New York, NY  
September 1991-July 1997

- Wrote and edited promotional materials
- Worked with the art department on creating promotional materials

### **Ruder Finn, Incorporated**

*Account Executive*

New York, NY  
September 1990-September 1991

- Responsible for designing and developing press materials, media relations, and special events planning and implementation
- Handle logistics and publicity for press conferences and media tours

### **Raymond Cattle Company**

*Administrative Assistant*

Boston, MA  
September 1989-August 1990

- Handled administrative duties including travel arrangements and managing schedules

## SKILLS AND QUALIFICATIONS

- Strong communication skills
- Excellent time management and organizational skills
- Ability to communicate effectively and professionally in a busy environment
- Ability to manage budgets and billing

## EDUCATION

### **Emerson College**

*Bachelor of Science, Journalism*

May 1989

Georgene Applegate  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **PROFILE**

Excellent Customer Service Skills-Strong written and oral communication skills-Quick Learner-Detail Oriented-Multi tasks-Strong Prioritize Skills-Reliable-Empathetic-Passionate-Self Motivated

## **EXPERIENCE**

3/08-present

### **Certified Credit and Housing Counselor, Navicore Solutions, Manalapan, NJ**

Establish relationships with clients via telephone and in person.

Analyze clients' financial situation to provide knowledge and resources to overcome their concerns

Able to discuss financial issues such as foreclosure, evictions, garnishments, repossessions, consumer issues, personal finance, investing and savings options.

Review legal documents to address content and provide understanding of the matter.

Maintain quality control/satisfaction records, constantly seeking new ways to improve customer service.

Create and maintain reports and spreadsheets.

Capable of recording monetary transactions.

Able to make arithmetic, calculations and tabulations.

Consistently meet and exceed departmental goals on a regular basis

Provide counseling in a nationwide HUD approved high volume call center which includes budgeting and education

Train counselors on new and revised programs

2/05-3/08

### **Mortgage Loan Officer, Optium Financial Services, Tinton Falls, NJ**

Generate mortgage applications for purchase, refinance and reverse mortgages

Assisted clients from application to closing to provide exceptional customer service

Partnered with realtors, attorneys and title companies

## **Education**

Credits from Ocean County College in Accounting/Business

Ocean County Adult School Word, Excel and Power Point

American Institute of Banking, Dale Carnegie Sales and Business Training, Cohen Sales Training

High School Diploma, Toms River High School North

## **Software**

Microsoft Word, Excel, Outlook, Power Point, Credit Master

# **Gloribelle Lopez**

## **Objective**

To obtain a position that will best utilize my multi-tasking, organizational, bilingual, self-starter abilities along with experience.

## **Skills Summary**

- Computer Proficient in Word, Excel, PowerPoint, Outlook, Credit Master, Snap and Genesis (school software).
- Fully Bilingual (Spanish/English), Interpersonal and Communication Skills
- Accomplished background in sales and customer service.
- A strong work ethic combined with a commitment to detail and excellence in all projects.
- Ability to work independently and with multidisciplinary teams.
- Exceptional communication, presentation, time management and organizational skills.

## **Professional Experiences/ Responsibilities**

- Provide financial education/counseling to consumers via high volume inbound & outbound call center environment as well as in person. Review consumer credit reports. Phone queue management, prepare a detailed analysis of the consumer's situation along with proper solutions. Manage multifaceted and administrative functions.
- Secretary / Nurse's assistant caring for school aged children from pre-k through 8<sup>th</sup> grade. In charge of daily absentee reports for two thirds of the school district as well as maintain medical records. Paraprofessional certified.
- Worked independently from home in a "Virtual" call center as a contractor. Entering hotel reservations and product orders.
- Office Manager in charge of accounts payable, accounts receivable, inventory control and customer service.
- Retention Customer Service Representative. Responsible for retaining customers at any cost. Assisted customer with billing issues, video & technical troubleshooting, along with technical support.

## **Employment History**

- Navicore Solutions, Manalapan, N.J. Bilingual Student, Education & Certified Consumer Credit Counselor 2011- Present
- Freehold Borough Board of Education, Freehold, N.J. Administrative Assistant 2009-2011
- Working Solutions, Live Ops, New Jersey Independent Contractor 2007-2008
- Joline Tire Service, Long Branch, New Jersey Office Manager 2006-2008
- Cablevision, Piscataway, New Jersey Retention & Customer Service Rep 2000-2004

## **Education**

- Brookdale Community College- BOSS Certification 2009
- MBTI Business Training Institute, Puerto Rico Travel and Tourism 1993-1994
- Huertas Junior College, Puerto Rico 1992
- Turabo University, Gurabo, Puerto Rico Business Administration 1991-1993
- Total 51 Credits, 26 CEU'S

**Janett Elmore**



**Education** Brookdale Community College  
Computer Insight Learning Center (CILC)

**Skills** Credit Master  
MS Word  
MS Excel  
MS Power Point  
MS Access  
Quicken  
Peachtree  
Office 97 Certificate

**Professional Courses** Product Management  
Various Management Courses  
TSO  
JCL

### **SUMMARY OF QUALIFICATIONS**

Extensive Management / Supervisory experience in managing/supervising/training administrative, clerical and bargained for personnel.  
High level ability to produce documentation / presentations via Word, Excel. Power Point and Access  
Strong administrative skills including Payroll / Personnel and Recruiting  
Strong planning and implementation skills  
Team Player  
Demonstrated abilities and experience in technical / production support, systems test / analysis, help desk operations and facilities management.

### **LEVEL 2 CREDIT COUNSELOR - NAVICORE SOLUTIONS**

**Position Overview:** Under a call center environment, provide financial counseling and financial education to consumers in need via telephone or face-to-face, in accordance with the department's counseling model and all established department processes and procedures.

#### **Position Responsibilities:**

1. Provide financial counseling by upholding the standards of the counseling model to consumers in need.

2. Provision of financial education within the parameters of credit counseling to consumers as needed.
3. Heavy phone communication with consumers, client referrals and industry representatives.
4. Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as related to the consumer's need in accordance with the counseling model.
5. Contact clients, in accordance with the departments follow up procedures, and as requested by management, to discuss financial situation.
6. Attend ongoing training, as provided, on programs and services and required PDU's in conjunction with certification.
8. Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.
9. Meet expectations regarding results and behavior and adhere to all department manual policies & procedures.
10. Follow procedures as outlined in department manual and implement feedback provided by supervisor.
11. Perform subsequent counseling assignments; follow up reporting and communication with clients in conjunction with the department practices, managing voicemail and email correspondence efficiently.
12. Ability to multi-task - Manage multifaceted and administrative functions in conjunction with proving counseling sessions as applicable and in such areas as phone appointments, outbound call initiatives, pilot program projects and assignments and third party co-op initiatives.
13. Phone Queue management in accordance with the department standards and as provided by supervisor feedback and instructions.
14. Heavy phone activity by queue and phone system in both outbound and inbound call and consumer handling.
15. Uphold time management protocol and guidelines required to assist with inbound calls and assisting consumers.
16. Operation of phone system codes and call access in accordance with the standards of the counseling department.
17. Meet counseling productivity and performance standards in the interest of assisting consumers as needed.
18. Uphold service levels for the credit counseling department in conjunction with assigned schedules.
19. Reliability and responsiveness to counseling tasks, schedules and department communication.
20. Proper application of feedback from supervisor.
21. Contributes constructively in job performance and toward company goals/objectives.

**Jacqueline Cronin**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Professional Experience:**

**Navicore Solutions, Manalapan NJ (1998-2004, 2005-Present)**

**Credit Counseling Supervisor (2009-Present)**

Directly supervise, develop, and coach a team of Certified Credit Counselors – Monitor employee performance through spot checks, service observation, daily/weekly/monthly reporting, and work shadow sessions – Address escalated client issues referred by counselors (high level counseling, client concerns/feedback) - Relay policy/procedure information to employees and answer counseling and process/procedure related questions - Manage call center queues to ensure optimal client interaction – Develop, organize, and distribute coaching materials geared toward best practices and results – Prepare and conduct employee assessments – Issue corrective action when necessary.

**Certified Credit Counselor, Certified Housing Counselor (1998-2004, 2005-2009)**

Provided financial counseling to individuals and families in need - Prepared detailed analysis of client financial situations and offered appropriate resources and recommendations - Provided financial education – Developed client action plans focused on improved financial status -

**Education and Training:**

**Brookdale Community College, Lincroft NJ - A.A. Business Administration**

**Dale Carnegie** – Presentation and Communication Skills

**DDI** – Leadership Development

**Crestcom** – Leadership Training

Karen Nunn

[REDACTED]

[REDACTED]

#### SKILLS AND EXPERIENCE

1-Financial Counseling

2-Provide Financial Education

3-Call Center Experience

4-Ability to Listen

5-Provide detailed analysis of consumers situation

6-Multi-task

7-Goal driven

8-Ability to be compassionate and still offer direction

9-Data entry

#### Employment History

Novadebt/Navicore Solutions

From 03-30-09 Until present

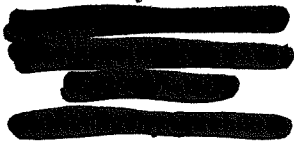
#### Education

Midwood HS

Kingsborough CC



**Kathy Acker**



**Objective** Utilizing exceptional counseling skills to provide clients with the necessary tools and support to ensure that each client receives the highest level of customer service.

**Summary of Experience**

**Novadebt**, Freehold, New Jersey

2007-Present

**Accredited Financial Counselor, Level III**

- Provides excellent financial counseling as well as the appropriate bankruptcy education to clients when necessary
- Review consumer credit reports and provide information regarding the report in conjunction with counseling
- Perform subsequent counseling assignments; follow up reporting and communication with clients in conjunction with the department practices, managing voicemail and email correspondence
- Efficiently manages time in order to assist in the heavy number of inbound calls.
- Mentors and provides on the job training and assistance to new counselors,
- Ability to multi-task - Manage multifaceted and administrative functions in conjunction with proving counseling sessions as applicable and in such areas as phone appointments, outbound call initiatives, pilot program projects and assignments and third party co-op initiatives.

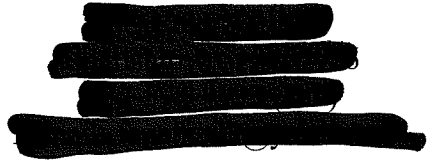
**Education**

BS Education Speech Language Pathology and Audiology, Long Island University, CW Post Campus

**Computer Software Proficiency**

Credit Master, Microsoft Word, Microsoft Excel and Microsoft Outlook

## KSENIYA SHNEYDER-RUDE



### SUMMARY:

To obtain the Counseling Department Trainer position which will utilize my managerial, communication, organization, and leadership skills.

### EDUCATION:

**Rutgers University**, University College, New Brunswick, NJ.  
Bachelor of Arts, Philosophy, July 2003

**Iowa Western Community College**, Council Bluffs, IA.  
Associate of Arts in Philosophy and Sociology, May 2002

**Zaporizhzhya State University**, Zaporizhzhya, Ukraine.  
Bachelor of Arts in Physical Fitness, Coach with concentration in Olympic sports and basketball, May 2000

### WORK EXPERIENCES:

#### **Navicore Solutions, Manalapan, NJ**

Accredited Financial Counselor, May of 2006 to present

- Provide financial education to clients in need of credit counseling over the phone and in person
- Prepare a detailed analysis of the client's situation and suggest appropriate solutions as related to the client's needs and situation
- Provide one-on-one training to new employees
- Complete financial courses to maintain certification
- Attend trainings on financial programs and services
- Promoted to the Level III and Level IV certified credit counselor within 2 years
- Selected for call observation for Bank of America and Chase Bank visits

#### **Lord & Taylor Department Store, Freehold, NJ**

Manager of the Clinique Department, Summer 2005 to Spring 2006

- Responsible for motivating a sales team of four individuals to reach and exceed daily sales goals
- Implement Clinique events and promotions
- Organize and maintain a clean, presentable work environment
- Perform makeovers and make-up advice to customers

Associate Salesperson, Fall 2004 to Summer 2005

- Assist customers with merchandise
- Open new Lord & Taylor accounts
- Responsible for opening and closing the register

**Bank of New York, Lakewood, NJ**

Teller, Fall 2004 to Summer 2005

- Maintaining and balancing cash drawer daily
- Assist customers with their transactions including deposits, withdrawals, payments, purchasing bonds, officials checks, travelers checks, and money order
- Provide superior and quality customer service to all customers
- Encourage customers to participate in bank promotions as well as educate them about new banking products

**VOLUNTEER WORK:**

**Jewish Family Services, Somerville, NJ**

Administrative Assistant - Volunteer, Summer and Fall 2003

- Provided administrative support to Director of Social Services staff
- Developed and maintained organization database using Microsoft Access

**Martin Luther King Youth Center, Bridgewater, NJ**

Youth Worker, Summer 2003

- Assisted in the daily supervision of fifty children ages four to fourteen
- Provided individual instruction during activities for groups of children five to seven years old

**SKILLS:**

**Computer:** Windows, Microsoft Word, Access, Excel, Power Point, E-mail and the Internet

**Languages:** Fluent in oral and written English, Russian, and Ukrainian

Latonya M Gunn

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**OBJECTIVE:**

It is my desire to become an employee of a company where I can gain knowledge and experience, not only for my benefit but for the benefit of the company. I am seeking the opportunity to utilize my skills to their fullest potential. I will always strive to do my best at the job position I am currently filling. My personality is well rounded and I practice self-control and self discipline. I am very polished in matters of business etiquette, assume lead responsibilities and I am always viewed as the "go-to person". I have a "glass half full" mentality towards company change. I receive constructive feedback in a calm and poised manner. My goal is to lead a successful career that I will enjoy and take on any challenges that may come my way.

**WORK EXPERIENCE:**

Navicore Solutions 5/2010-Present  
Manalapan, NJ

Credit Counselor

- \*Prepare a detailed analysis of the consumer's situation and provide appropriate solution as related to the consumer's need in accordance with the counseling model.

HSBC 2/2001 - 10/2009  
Chesapeake, Virginia US

Sr Delinquency Services Specialist

- \*Acted as a liaison between HSBC and our attorney offices.
- \*Contacted customers with past due accounts to negotiate an appropriate resolution.
- \*Handle investigations.
- \*Prepared attorneys for trial by providing witness and locating the necessary documents.
- \*Scheduled and organized attorney visits.
- \*Managed a portfolio of accounts in all stages of litigation.
- \*Phone dunned customers for payment, skip-traced, audited attorneys performance, authorized payment of attorney commissions and costs, offered settlements.

- \*Updated customer account information.
- \*Practical knowledge in monitoring and maintaining the quality of calls.
- \*Coached and mentored my peers.
- \*Took escalated calls.
- \*Signed and returned affidavits and discoveries.

#### EDUCATION:

Norfolk State University  
Norfolk, VA US  
Bachelor's Degree - 12/2000  
133 Semester Hours  
Major: Political Science  
Minor: Pre Law  
GPA: 3.0 out of 4.0  
Honors: cum laude

#### ADDITIONAL INFORMATION:

Paralegal Certificate  
May 2009  
Old Dominion University

## **Laura Walker**

[REDACTED]  
[REDACTED]  
[REDACTED]

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### **Accomplishments**

- Twenty five years of financial counseling experience.
- Helped train new credit counselors
- Helped develop and disburse over 1 million dollars to aid Super Storm Sandy Victims thru (Sandy homeowner and rental assistance program )
- Helped develop and implement the Social Service to Prevent the Homeless program and disburse over \$200,000 to the homeless or potentially homeless.
- Lead Counselor for the Financial Success Center
- Trainer for the Financial Success Center
- Have sat on Bank Panels
- Worked as a Health Coach with Noom partnership November 2016 thru February 2017
- Met with President Bush and had brief discussion on how the credit counselors assist clients

### **Professional Experience**

- Certified Credit Counselor with Navicore Solutions 1995-Present
- Bank Teller, Head Teller and Customer Service Representative for United Jersey Bank from 1980-1990
- (Conduct a complete budget analysis after problem identification in order to assess clients personal situation. Upon completion of the analysis, offer suggestions and resources to help find ways to cut expenses and or increase income. Review clients credit report and then discuss options for their debt and figure out the best solution for the client)

### **Certifications**

- Certified Credit Counselor- NFCC

Lori Osborn  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Experience:**

November 2011-Present

**Navicore Solutions**

Certified Credit Counselor

416 Main St. Peoria IL, 61602

Supervisor - Joe Gustus  
[REDACTED]

In person and heavy phone communication with consumers to review their credit reports and provide detailed analysis and appropriate solutions for their situation.

June 2005-October 2011

**Central IL Debt Management & Credit Education (merged with Navicore Solutions)**

Client Support Counselor

719 Main St. Peoria IL 61602

Supervisor - Cindy Henry  
[REDACTED]

Heavy phone communication with consumers and creditors. Assisted credit counselors with client's file reviews and set-up/retention of their debt management plans. Assisted with debt management plan payments to creditors.

February - May 2005

**Central IL Debt Management & Credit Education**

Receptionist

719 Main St. Peoria IL 61602

Supervisor - Cindy Henry  
[REDACTED]

Scheduled appointments and handled incoming/outgoing mail.

May 2001 - January 2005

**Comprehensive Medical Data Management**

Clerical Support

4234 N. Brandywine Dr. Peoria, IL 61614

Supervisor - Beth Myers  
[REDACTED]

Assisted medical coding, accounts receivable and accounts payable departments.

October 1996 - January 2001

**Mail Tech**

Mail Sorter/Machine Operator

1115 W. Detweiller Dr. Peoria, IL 61615

Supervisor - Ron Schenck  
[REDACTED]

Sort mail, machine and print set-up for jobs.

July - September 1996

**Kroger's**

Deli Clerk

201 S. Main St. East Peoria, IL 61611

Supervisor - JoAnn Barden

Customer Service

April - July 1996

**Best Western (Closed)**

Housekeeper

401 N. Main St. East Peoria, IL 61611

Supervisor - Bev

October 1979 - March 1996

**Stay At Home Mom**

June 1978 - September 1979

**Collection Specialists (Closed)**

Cashier

705 N.E. Jefferson Peoria, IL 61603

Supervisor - Mary Durree

Customer service, posted payments and daily reconciliation of accounts.

#### **Education:**

1978 Morton High School

350 N. Illinois Ave. Morton, IL 61550

General/Business - Diploma

1974 Morton Junior High School

225 E. Jackson St. Morton, IL 61550

General - Diploma

1970 Grundy Elementary School

1100 S. Fourth St. Morton, IL 61550

General

#### **References:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

12 Years

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16 Years

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

20 Years

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

20 Years





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## PROFESSIONAL EXPERIENCE

### CERTIFIED RESIDENTIAL HOUSING COUNSELOR, Level IV

10/2020 - Present

- Counsel clients who call in seeking assistance and information about their mortgage problems and concerns. Evaluate the client's financial situation to determine the root cause of the problem and the best course of action to resolve their issues based on their capability to handle the mortgage payment.
- Provide a complete housing session including a detailed budget analysis and a complete Client Action Plan that addresses the client's current credit issues. (Provide this counseling for Foreclosure Prevention, Pre-Purchase and Reverse Mortgage HECM Counseling).
- Provide resources and education to clients that will help them with their specific situation.
- Assist clients in contacting their lender for possible mortgage resolution plans, which include loan modifications, short sales and deed in lieu of foreclosure, as well as other options that may be available.
- Prepared and gave verbal presentations on understanding Credit and Money Management as they pertain to homeownership first time homebuyer HUD educational workshops for the local community Affordable Housing Alliance.

### CERTIFIED RESIDENTIAL HOUSING COUNSELOR, Level IV

12/2008- Teexas

- Counsel clients who call in seeking assistance and information about their mortgage problems and concerns. Evaluate the client's financial situation to determine the root cause of the problem and the best course of action to resolve their issues based on their capability to handle the mortgage payment.
- Provide a complete housing session including a detailed budget analysis and a complete Client Action Plan that addresses the client's current credit issues. (Provide this counseling for Foreclosure Prevention, Pre-Purchase and Reverse Mortgage HECM Counseling).
- Provide resources and education to clients that will help them with their specific situation.
- Assist clients in contacting their lender for possible mortgage resolution plans, which include loan modifications, short sales and deed in lieu of foreclosure, as well as other options that may be available.
- Prepared and gave verbal presentations on understanding Credit and Money Management as they pertain to homeownership first time homebuyer HUD educational workshops for the local community Affordable Housing Alliance.
- Assist with on the floor phone training of new Housing Counselors.
- Counselor for the NJ Hardest Hit Funds Program. Efficiently manage an abundant amount of various work required by the Hardest Hit NJ program. Vital role of how Navicore Solutions began operation of this program. Continually seek ways to make the program more efficient. NJ HMFA has recognized Navicore Solutions as one of the key agencies for this program and over the timeframe of the program has increased the amount of applicants they have assigned to us based on past performance.

### RESIDENTIAL MORTGAGE LOAN PROCESSOR

2007- 2008

### ATLANTIC HOME MORTGAGE, *Mortgage Broker, wholesale lending*

Forth Worth, TX

- Conferred with customers by telephone or in person in order to provide information about products and services, answering customer's questions regarding mortgage programs, policies and procedures.
- Successfully interacted with clients and a diversified group of professionals (attorneys, lenders, realtors and appraisers) to accomplish goals, generating repeat and referral business.
- Completed application forms, ran credit reports, counseled and assisted with possible credit issues, prepared information records and submitted applications all using computers.

- Organized and secured highly confidential customer documentation and information.
- Evaluated loan files, reviewed records and documents to anticipate problems and improve for approval in order to maximize profit and minimize loan risk or loss.
- Ensured procedures regarding loans were being met according to established corporate guidelines and policies.

## **EDUCATION**

196 -1968 Lewisville High School

GED

Proctors Commercial College

Real State College

University of Texas at San Antonio Land Tile School of Texas

Randi Gosselin  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### **EDUCATION**

December 2009      M.S., Community Counseling & Psychology  
Springfield College, Springfield, MA

December 2007      B.A., Psychology, and B.S., Human Services  
Lyndon State College, Lyndonville, VT

2004-2006          Castleton State College, Castleton, VT

2003                High School Diploma, Graduated with  
Honors Central Aroostook Senior High  
School, Mars Hill, ME

#### **RELATED WORK EXPERIENCE**

**2010-Present Credit Counselor, Navicore Solutions  
Manalapan, NJ**

Offer guidance to individuals and families experiencing financial hardships. Explore each client's personal situation by actively listening, empathizing, and building rapport to ensure comprehension of his or her financial concerns and hardships. Formulate and analyze a client's personalized budget. Provide resources, referrals, and financial education that assist with each client's individual needs. Counsel and motivate clients to move in the direction of making better financial decisions, improve credit ratings, and manage debt repayments.

**2007-2009 Family Support/Outreach Worker/Service Coordinator, NEKCA,  
St. Johnsbury, VT**

Assisted low-income families in the community to obtain services during crisis situations, such as emergency/temporary/permanent housing, heating fuel, food shelf, and transportation. Provided support and referrals for parents/guardians of Head Start enrolled families to establish and achieve goals. Coordinated service-planning meetings for underserved individuals/families in the community.

**Summer, 2007      Internship, Agency of Human Services, Field Services, St.  
Johnsbury, VT**

Worked closely with families and variety of agencies to gather information to coordinate service plan meetings. Followed up on clients that has had financial assistance for the AHS from the fiscal year, to determine if help was beneficial.

**Spring, 2007      Volunteer, Business Department, Lyndon State College,  
Lyndonville, VT**

Coded and entered data from NEKCA surveys into SPSS 14.0 program.

**2005-2007      Volunteer, Health & Safety Committee, Lyndon State College,  
Lyndonville, VT**

Assisted with the distribution of Automated External Defibrillators on campus.

**Spring, 2006      Field Work, Northeastern Vermont Regional Hospital, St.  
Johnsbury, VT**

Worked on the Medical/Surgical unit, Birthing Center, and Women's Resource Network. Distributed pharmacological interventions, provided assistance with activities of daily living, physical/mental assessments, abuse screenings, etc.

#### **HONORS**

2009                Pi Gamma Mu  
Springfield College, Springfield, MA

2006 & 2007

Dean's List  
Lyndon State College, Lyndonville, VT

# Shelley N. Boyd

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## Accomplishments

- Eleven years experience as a certified credit counselor in call center environment, providing financial counseling and financial education to consumers in need via telephone or face-to-face, upholding standards and protocols within the department's counseling model.

## Professional Experience

### **Certified Credit Counselor–Navicore Solutions**, Henderson, NV• April 3, 2006– Present

- Provide financial counseling by upholding the standards of the counseling model to consumers in need.
- Heavy phone communication with consumers, client referrals and industry representatives.
- Phone queue management in accordance with department standards and as provided by supervisor feedback and instructions.
- Contributes constructively in job performance and toward company goals and objectives
- Operation of phone system codes and call access in accordance with the standards of the counseling department
- Meet counseling productivity and performance standards in the interest of assisting consumers as needed
- Conduct subsequent counseling assignments; follow up reporting and communication with clients in conjunction with the department practices, managing voicemail and email correspondence efficiently.
- Uphold management protocol and guidelines required to assist with inbound calls and assisting
- Basic office administrative functions: mailing out all necessary documentation; handling of visitors and vendors; notification to appropriate area when supplies are needed

### **Manager-Ultimate Fitness**. Ocean Township, NJ September 2003-April 2006

- Managed front desk team and employee schedules.
- Conducted tours with prospective members and ensured sales goals were reached.
- Managed online data base.
- Coordinated and conducted interviews.

## Programming and Software Skills

Credit Master, Microsoft Office, Adobe

## Education

Certificate–The Stuart School of Business Administration, Wall, New Jersey. Legal Administrative Assistant Program. February 2000.

Sherry Gilroy

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## PROFESSIONAL EXPERIENCE

### **CERTIFIED RESIDENTIAL, Level I**

12/2009- Manalapan NJ

- Provide financial counseling by upholding the standards of the counseling model to consumers in need.
- Heavy phone communication with consumers, client referrals and industry representatives.
- Phone queue management in accordance with department standards and as provided by supervisor feedback and instructions.
- Contributes constructively in job performance and toward company goals and objectives
- Operation of phone system codes and call access in accordance with the standards of the counseling department
- Meet counseling productivity and performance standards in the interest of assisting consumers as needed
- Conduct subsequent counseling assignments; follow up reporting and communication with clients in conjunction with the department practices, managing voicemail and email correspondence efficiently.
- Uphold management protocol and guidelines required to assist with inbound calls and assisting
- Basic office administrative functions: mailing out all necessary documentation; handling of visitors and vendors; notification to appropriate area when supplies are needed

### **Financial Resources Federal Credit Union**

Bridgewater NJ 1981-2009

- Conferred with customers by telephone or in person in order to provide information about products and services, answering customer's questions regarding mortgage programs, policies and procedures.
- Successfully interacted with clients and a diversified group of professionals (attorneys, lenders, realtors and appraisers) to accomplish goals, generating repeat and referral business.
- Completed application forms, ran credit reports, counseled and assisted with possible credit issues, prepared information records and submitted applications all using computers.
- Organized and secured highly confidential customer documentation and information.
- Evaluated loan files, reviewed records and documents to anticipate problems and improve for approval in order to maximize profit and minimize loan risk or loss.
- Ensured procedures regarding loans were being met according to established corporate guidelines and policies.

## EDUCATION

196 -1968 Lewisville High School

GED

Proctors Commercial College

Real State College

University of Texas at San Antonio Land Tile School of Texas

Stacie A. Rillo

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## Employment History:

*Novabebt/Garden State Consumer Credit Counseling*  
*Freehold, New Jersey*

*2007-Present*

- Provide classroom and ongoing training for new and existing Housing Counselors
- Provide clients with Pre Purchase Counseling face to face or over the phone
- Provide clients with Post Purchase Counseling face to face or over the phone
- Provide clients with Foreclosure Prevention Counseling face to face or over the phone
- Selected for focus team for team building
- Work closely with Housing Management team on Partnership Reports.
- Handle special projects
- Attend Pre Purchase and Foreclosure Prevention Workshops
- Complete ongoing training to maintain Housing Certification

*Ocean Mortgage Corporation*  
*Toms River, New Jersey*

*2006-2007*

- Process home loans for consumers
- Evaluate and analyze data gathered in order to determine the viability of the loan
- Collaborate with attorneys, bankers, realtors, and clients to maintain open lines of communication in order to facilitate the loans

*Foxtons Real Estate*  
*Long Branch, New Jersey*

*2005-2006*

- Established relationship with clients to obtain and maintain trust
- Assisted homeowners with the sales of their homes
- Served as a liaison between clients and partners

*Ameriquist Mortgage Company*  
*Tinton Falls, New Jersey*

*2001-2005*

- Performed duties related to originating loans
- Handle client complaints and feedback issues
- Effectively verified pertinent documentation

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## Related Qualifications and Education:

- Certified Residential Housing Counselor Exam
  - Certification obtained for HECM
  - Accredited Housing Department Counselor for over 10 years
  - Housing Coach for 3 years
  - Previous Administrator for New Jersey Homekeeper Program
  - Attended Brookdale Community College for professional development 2015-2017
-

**Suzanne McCawley**

**SUMMARY**

Over 20 years' experience in financial analysis in the credit and mortgage fields.  
People oriented with excellent interpersonal skills and oral and written communication skills.

**EXPERIENCE**

**Navicore Solutions**

**Freehold, NJ**

*01/2011 – Present: Certified Residential Housing and Credit Counselor, Level III*

- Provide foreclosure prevention and credit counseling services to consumers in need.
- Establish relationships with clients via phone and in person.
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as related to the consumer's needs.
- Review consumer credit reports and provide information regarding the report s.
- Utilize extensive education, resources and referrals for assistance from other approved organizations.
- Provide detailed and customized client action plan to each counseled client.
- Facilitate communication between the client and mortgage servicer.
- Licensed South Carolina Financial Counselor.
- Top producing Financial Coach for the 1308 Post Modification Program and the 995 HOPE hotline.

**Sovereign Bank**

**Toms River, NJ**

*10/2010 – 12/2010: Consumer Lending Credit Specialist*

- Responsible for processing and coordinating closings of mortgage loans using UNIFI mortgage processing software.
- Review title work and fees and collect documentation to clear closing conditions.
- Provide support to loan officers.
- Communicate with title companies and attorneys.

**Tiffany Dance Academy, Inc.**

**Jackson, NJ**

*6/2002 – 12/2010: Office Manager*

- Perform day to day administrative tasks such as maintaining student accounts, handling information requests, preparing correspondence, receiving visitors, arranging schedules for students and staff.
- Prepare invoices, reports, letters and financial statements using Microsoft Office and QuickBooks
- Publish monthly newsletter.
- Prepare agendas and recorded minutes of all staff meetings.
- Coordinate large events such as the yearly dance show.
- Provide information to teachers, customers, theater staff and artistic director by telephone, in written form, email, or in person.
- Observe classes and provide support to instructors in preparing progress reports.
- Maintain employee payroll, verify and process expense reports.

**Stewart Title of Central Jersey, Inc.**

**Freehold, NJ**

*1/1991 – 6/2002: Administrative Assistant*

- Handle a broad scope of internal processes encompassing the daily management of billings, escrow closings, reconciliation, general ledger and month end reports.
- Prepare invoices, reports, letters and financial statements using Microsoft Office and QuickBooks
- Prepare and record documents relating to real property transfers, leases and land use matters, including deeds and mortgages.
- File and retrieve corporate documents, records and reports.
- Other duties include opening, sorting and distributing incoming correspondence, including faxes and email.

**EDUCATION**

Brookdale Community College, *Business Administration* 1979-1980

**REFERENCES**

Available upon request



### Personal Information

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Name: Valentín Córdova Galván

Date of Birth: [REDACTED]

Address: [REDACTED]

Cell Ph#: [REDACTED]

Email: [REDACTED]

### Executive Profile

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Bachelor's Degree in Business Administration

DALE CARNEGIE – Leadership and Development courses

FORMA – Sales and Development training courses

CAPTA – Sales and Development training courses

### Skill Highlights

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Languages: Spanish 99%, English 99%

Microsoft Windows

CMS Avaya / Witness

Balanced Scorecard Methodology

Strengths: Organized, Dedicated, Flexibility, Proactive, Analytical, Strategic, Leadership, Communication, Integrity, Goal Oriented, Self Driven, Charismatic.

### Core Accomplishments

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Implementations:

Actively leading implementations for AT&T, AvisBudgetGroup, All Connect.

Accounts Managed:

AT&T, AvisBudgetGroup (Multi-Site), All Connect (Multi-Country), Telscape

Contract Negotiations :

AvisBudgetGroup (\$21 M. USD for 3 yrs), All Connect (\$30 M. USD for 3 yrs),

Telscape

(\$2.6 M. USD for 2 yrs)

Leading contract negotiations for AvisBudgetGroup, All Connect and Telscape as well as leading the Sales Force on developing All Connect into a multi site/ multi country operation.

### Education

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Bachelor's Degree in Business Administration

1996 – 2001

University of Baja California (UABC)

## **Bilingual Credit Counselor Level 2**

12/2009- San Diego, CA

- Provide financial counseling by upholding the standards of the counseling model to consumers in need.
- Heavy phone communication with consumers, client referrals and industry representatives.
- Phone queue management in accordance with department standards and as provided by supervisor feedback and instructions.
- Contributes constructively in job performance and toward company goals and objectives
- Operation of phone system codes and call access in accordance with the standards of the counseling department
- Meet counseling productivity and performance standards in the interest of assisting consumers as needed
- Conduct subsequent counseling assignments; follow up reporting and communication with clients in conjunction with the department practices, managing voicemail and email correspondence efficiently.
- Uphold management protocol and guidelines required to assist with inbound calls and assisting
- Basic office administrative functions: mailing out all necessary documentation; handling of visitors and vendors; notification to appropriate area when supplies are needed

# ADAMMA EZIMOHA

## Financial Counselor

### EXECUTIVE SUMMARY:

Self-Motivated Financial Counselor who truly loves helping clients achieve their financial goals. Trained in the techniques of financial counseling and personal finance ratios. Entrepreneurial and tech savvy minded individual who approaches challenging circumstances with creative, customer-focused and research based solutions. Over 5 years experience in virtual call center work environments.

### CERTIFICATIONS:

- Accredited Financial Counselor, AFC (*in progress*)
- Accounting Certificate of Completion, UPENN, Coursera, 2013
- QBO Pro Advisor Certification (*in progress*)

### SKILLS:

- QuickBooks Online
- Zoho One Applications
- Excel and MS Word
- Wordpress, Salesforce
- Ring Central
- Zapier
- Proficient skills in desktop & mobile productivity applications.
- Sabre Red for booking hotel reservations

### CONTACT INFORMATION:

Phone: [REDACTED]

Email: [REDACTED]

### WORK EXPERIENCE:

#### Navicore Solutions NJ, 2021 – Present Credit Counselor

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Provide bankruptcy education service as needed
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions
- Analyzed performance metrics of agents and created training programs, classes, and guides to assist low performing and tier 2 agents

#### Arise Virtual Solutions, Remote, 2016-2021 Quality Assurance / Team Lead / Instructor

- Worked closely with lead client manager to create effective agent workflows
- Analyzed performance metrics of agents and created training programs, classes, and guides to assist low performing and tier 2 agents

#### QuickBooks Tech Support / Customer Service

- Maintained a promoter-level NPS score
- Successfully used internal knowledge base for resolutions
- Hotel Reservation agent for high-end clientele
- Provided QuickBooks Online Support and Online Bookkeeping assistance to Business Owners

### ACADEMIC BACKGROUND:

#### Texas Tech University, TX

##### *Financial Planning 2020-*

- Personal Finance and Financial Counseling
- Eligible to sit for the AFC Certification
- Currently a 4.0 GPA

#### Wellesley College, MA

##### *Economics & Political Science 2003-2008*

##### *Brooklyn College Academy, NY*

*Graduated Valedictorian, Class of 2003*

# Andrea Mercer

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An organized and dedicated professional with 7+ years combined experience as an excellent customer service representative working from home. Proven experience in scheduling, and inventory management. Effective multitasker with excellent problem solving abilities while understanding the importance of flexibility.

## Education

Miller-Motte College <i>Medical Billing and Coding; Diploma</i>	Online	Graduated: 04/2020
DeVry University <i>Business Management</i>	Online	Graduated: 2013
Brookdale Community College <i>Early Childhood Behavior</i>	Lincroft, NJ	Graduated: 2002

## Qualification Skills

Medical Terminology Record Keeping Medical Office Systems ICD, CPT, and HCPCS Coding CMS-1500 Billing, Scheduling Data Entry, Insurance Policies Accounting Business Law, Management Principles

## Work Experience

Navicore Solutions NJ, 2021 - Present  
Credit Counselor

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

Itouch Wearables Freehold, NJ 2019 – 2021  
*Kiosk Sales*

- Welcome customers with a smile as they approach kiosk area
- Establish, develop and maintain positive customer relationship to open or close a sale
- Respond to customers' request and concerns in a resourceful manner
- Handle cashier duties by taking credit/debit cards for payments
- Ensure that all kiosk products are well stocked and are easy to reach
- Knowledgeable in specifics about all kiosk products to better assist customers

H&R Block Remote 2017 - 2019  
*Customer Service Professional*

- Greeting clients in a personalized, friendly, and inviting manner and matching clients with the best-suited tax professional for their needs
- Scheduling clients how they would like to be scheduled, handling client exits by ensuring all current and future needs are met
- Maintaining office cleanliness and organization of resources with team members, Other duties as assigned

Carnival Cruise Line Remote 2013 - 2017  
*Customer Service Representative*

- Receive inbound calls from existing contract holders (customers) on an item that is covered under their contract agreement to initiate a claim or follow up on an existing claim. Dicks Sporting Goods  
Freehold, NJ 2006 – 2013

# Brandon James

To obtain a successful career at a great company

Authorized to work in the US for any employer

## Work Experience

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### **Credit Counselor**

Navicore Solutions NJ,  
May 2021 - Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Member Service Representative**

Navy Federal Credit Union  
August 2017 to December 2020

General account service

- Bank teller transactions
- Consumer loan applications

Delinquency Control Counselor

- Collection calls for past due credit cards and Loans
- General member account maintenance
- Accepting and negotiating past due payments

### **Assistant Manager**

Rent-A-Center - Pensacola, FL  
October 2010 to July 2017

32534

Employee management, scheduling, inventory intake, account management including creating and verifying new and past due accounts and banking deposits.

### **Conflict Resolution, Data Entry, Customer Accounts, Billing, and Trouble Shooting Products**

West Corporation - Pensacola, FL  
February 2010 to September 2010

5031 Commerce Park Circle  
Pensacola, FL 32505

Conflict resolution, data entry, customer accounts, billing, and trouble shooting products.

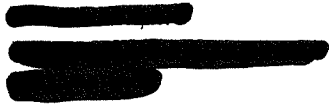
## Education

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### **GED**

Bishop State Community College - Mobile, AL  
2009

# Brandon James



## Skills

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- Customer Service (10+ years)
- Purchase Orders
- Multi-Tasking
- Trace Bad Debts
- Sales
- Negotiate Payments
- Inventory Tracking
- Clerical Personal
- Petty Cash Control
- Management
- Data Entry
- Planning
- Account Verification
- Scheduling 1
- Inventory Tracking
- Invoice Verification
- Inventory control
- Dependable

# Cheryl Wiley

## Financial Specialist

To promote and undertake research relating to Operations, Products, and Processes in the Business Industry which encourages innovation and creativity among professionals to face competition and succeed

## Work Experience

### Credit Counselor

Navicore Solutions NJ,

June 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### Bank Card Service

Allianz Worldwide Partners - Richmond, VA

May 2017 to Present

150 calls per day minimum - Claims processor

### Financial Specialist

Operations Group at ClearPoint Credit Counseling Solutions

April 2010 to March 2017

-OFAC Trained

-ACH Trained/Wire Transfers

-Bank deposits into Operations Corporate Account

-Utilized Equifax, Vanco, Peregrin and MasterCard RPPS systems

-Achieved and maintained all identified service level agreements (SLA's), customer satisfaction goals and operational objectives.

-Community Outreach/Educational Presentations - Set Up Clearpoint outreach for the public at vendor shows for community to ask questions with regards to their budget, debt, housing or reverse mortgage concerns.

-Disbursement Specialist - ensured all client monies accounted for disbursement of funds to their creditors disbursing 2-3 million dollars per month.

-State Guidelines Compliance Reports - ensured each clients file is in compliance with their state specific requirements for auditing researching all documents are shared with auditors.

-Audits for specific creditors - Chase Bank

-Documented Process/Procedures utilizing Word, Excel and Powerpoint - Documented the Retention Counselor process

-Documented Kofax and Fortis Process

-Imaging software Fortis/Kofax - DMP Packets, POA's, Housing Doc's, HECM Certificates, Reverse Mortgage Doc's

-Retention Counselor - carried client load of 1500-2500 clients at max 3200 clients assisting the clients with updating account information and client concerns via email, phone or chat methods.

-Front Desk Receptionist greeting clients and vendors

Activations - Reviewed files for Compliance (State specific) to ensure all documentation was received in the file to become active for the Debt Management Program (DMP) Reverse Mortgage Certificates (HECM)

### **Financial Specialist**

Consumer Credit Counseling Service/ ClearPoint Credit Counseling Solutions  
December 2007 to April 2010

-Participated in numerous cross departmental activities and projects

-Financial/Housing/Bankruptcy/Reverse Mortgage Specialist providing wide range options for financial success

Certifications by the NFCC ( National Foundation for Consumer Credit) in the following areas:

-Bankruptcy approved by the United States Trustees

-Housing U.S. Department of Housing and Urban Development (HUD) Certified National Intermediary

-Credit Analysis through the NFCC National Foundation for Credit Counseling/CDIA Consumer Data Industry Association

-HECM - Reverse Mortgage Counselor Certified

-Bankruptcy Counseling

-Credit Counselor utilizing a Debt Management Program

-Recommendations for managing credit wisely

-Establish financial priorities to maximize income

-Develop a customized household budget for client's to get back on track

-Certified by the National Foundation for Credit Counseling

### **Senior Operations Analyst-Officer**

Bank of America  
May 2004 to November 2007



Corporate Trainer specializing in documentation process using Six Sigmas' quality of measure and methodology for eliminating defects

Business Continuity Planner for Compliancy

Instructional Design Team Member

Implemented training course for new recruits - speeding profitability

### **Operations Analyst - Officer**

Bank of America

April 2003 to May 2004

Demonstrated a thorough understanding of customer impact and/or client implications for all functions worked.

Identified opportunities and made recommendations for process improvements

Reported accurate statistical data on a daily basis

Escalated issues as appropriate

Instructional Design Team Member - Department Trainer

Developed and Documented Procedures using Word/Excel/Power Point/Visio/Access/Outlook

Defined Project Scope and requirements

Defined Business Rules for enhanced business processes

Business Continuity Planner disaster/recovery process/WAR plan

Designed a Share Point web-based tool to house all documentation and statistics

Developed Customer Information Program (CIP) compliance

Effectively communicated best practices to Team Leader/Manager

Displayed behaviors consistent on customer focus/development of solutions that created value for the customer

Inspired and Motivated the team to constantly raise the bar

### **Operations Analyst**

Bank of America

January 2002 to April 2003

Responsible for ensuring/maintaining the quality of consumer database

Time Management Projects/Initiatives

Communication of Best Practices to Senior Leadership

Enterprise Portfolio Data Management working with Premier/Private/Small Business and Commercial customers for relationship house holding and sales calls

Customer/Client Inbound/Outbound Sales for deposit accounts/mortgages/loans/CDs/IRAs

Implemented training course for new recruits - speeding profitability

Demonstrate excellent judgement in decision making

Served as Subject Matter Expert (SME) for clients and customers

Worked across the Organization to build effective problem solving relationships

Adapts quickly to new demands and challenges

Downloaded and/or formatted reports

Served as a role model for teammates in a team environment that positively influenced interactions

### **Senior Lead Representative**

Bank of America

October 1998 to January 2002

Managed Business Partner Maintenance Group - Database scrubs

Managed Customer Preference Group - Privacy Portal via On-line

Banking Mergers/Conversions - 10 acquisitions

Customer/Client Inbound/Outbound Sales for deposit accounts/mortgages/loans/CDs/IRAs

### **Postal Project Manager**

Bank of America

January 1997 to October 1998

Managed the Postal Project Initiative cost savings to the company

Suggested a franchise wide Name/Address Standards for cost savings to the company

Developed/Implemented Model Bank Name/Address Standards

Customer/Client Inbound/Outbound Sales for deposit accounts/mortgages/loans/CDs/IRAs

### **Customer Service Representative**

Bank of America

April 1994 to January 1997

Received Inbound/Outbound customer calls regarding deposit products/loans/credit cards

Monitored quality Inbound/Outbound calls for accuracy/metrics

Work Force Management for associates based on call volume

### **Education**

#### **Diplomain Business/Finance**

Patrick Henry High

School 1986 to 1988

### **Additional Information**

Specialties: Mergers & Acquisitions

# Christopher Guerra

Speaks English and Spanish

Authorized to work in the US for any employer

## Work Experience

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### **Credit Counselor**

Navicore Solutions NJ,  
May 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Financial Counselor**

Consolidated Credit Solutions - Sunrise, FL  
August 2019 to March 2020

- Promoted from assistant after 3 months for amazing customer service
- Answered inbound sales calls/answered calls about services, products, and billing
- Made product recommendations based on client's needs
- Completed budgets and made financial recommendations
- Quickly learned the company software and adapted to changes
- Guided clients through electronic signatures

Accomplishments: Always beat the room average in performance metrics

Reason for leaving: The entire county was shut down due to Covid

### **Customer Service**

Publix - Weston, FL  
July 2015 to August 2019

- Always scored very high evaluations
- Provided premier customer service
- Cross-trained as bagger
- Trusted with supervising the front end for small periods of time
- Trained numerous new associates

## Education

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### **Bachelor's in Finance**

Florida Atlantic University - Davie, FL  
2019

### **Associate in Art**

Broward College - Davie, FL

**High school or equivalent**

Western High School

# Gregory Jackson

[REDACTED]  
[REDACTED]  
[REDACTED]

Desired Status: Full Time

Desired Salary: [REDACTED]

Date of Availability: Immediately

Target Location: Mobile, AL

Work Status: Authorized to work in this country for any employer.

#readytowork

Authorized to work in the US for any employer

## Work Experience

### **Credit Counselor**

Navicore Solutions NJ,  
June 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Home-based Insurance Replacement Rental Agent**

Hertz - Oklahoma City, OK  
February 2013 to April 2020

Duties: Assisting individuals rent vehicles to replace their damaged or stolen personal vehicle per insurance company authorization.

Salary: [REDACTED]

### **Self-Employed Computer Technician**

Ranch Loop E - Grand Bay, AL  
April 2011 to February 2013

36541  
[REDACTED]

Position: Computer Technician

Duties: Responding to technical service requests from clients, including but not limited to troubleshooting and replacement of computer hardware

Salary: DOJ

### **Debt Collector**

NCO Financial Systems - Mobile, AL  
October 2010 to April 2011

5441 Highway 90 W

Mobile, AL 36619  
[REDACTED]

[Site Closed]

Contact: Joyce Knox (Department Lead)

Position: Debt Collector

Duties: Facilitating the process of collecting past-due balances owed by debtors through the use of automatic dialer.

Salary: [REDACTED]

### **Assistant Manager**

Rayco Supply - Mobile, AL

June 2008 to February 2010

901E Butler Dr.

Mobile, AL 36693  
[REDACTED]

[Crane Custom Computers is now out of business]

Contact: Natascha Thomas (Manager)

Position 3: Assistant Manager

Duties: Maintaining clear and concise reports of inventory and low-stock items. Building Computers. Receiving merchandise. A wide variety of administrative support tasks. I resumed this position after new store manager was hired, and my additional duties were to train her.

Salary: [REDACTED]

Position 2: Acting Manager

Duties: Ordering parts and supplies, maintaining direct communication with clients and Vendors. Maintaining clear and concise reports of inventory and low-stock items. Building Computers. Receiving merchandise. A wide variety of administrative support tasks.

Position was understood as temporary, pending the hiring and training of a new manager to replace the previous one who left the company.

Salary: [REDACTED]

Position 1: Assistant Manager

Duties: Maintaining clear and concise reports of inventory and low-stock items. Building Computers. Receiving merchandise. A wide variety of administrative support tasks.

Salary: [REDACTED]

### **Photo Lab Specialist**

Target - Mobile, AL

August 2005 to June 2008

Duties: Ensure top quality photofinishing. Maintain photo lab supply inventory. Monitor operational status of all photo lab equipment.

Serve as back-up cashier when doing so does not compromise my ability to meet photofinishing deadlines.

### **Relief Projection Manager**

Carmike/Wynnsong Theaters - Mobile, AL

September 2003 to August 2005

785 Schillinger Rd. South

Mobile, AL  
[REDACTED]

Contact: Val Madison

Position 4: Relief Projection Manager

Duties: Building start and end time schedule for Door team to follow.

Scheduling projectionists to cover all shifts. Coordinating with theater management to ensure all special-case issues concerning projection were addressed. These in addition to the the following projectionist duties.

**Position 3: Projectionist**

Duties: Following time sensitive schedule to ensure that all sixteen projectors were properly threaded and started on time. Building the movies and preparing them for display. Breaking down movies as they leave the theater. Keeping the Now Showing posters and signing updated. Maintaining the quality of projection and sound.

**Position 2: Relief Door Manager**

Duties: Overseeing the Door team while working along side them. Assigning activities for Door Team. These in addition to the Door duties listed below.

**Position 1: Door Associate**

Duties: Maintaining a clean and safe guest-friendly environment. Helping guests find their theater and seat if necessary. Monitoring the quality of projection and sound, coordinating with the projectionist to maintain it.

**Janitor**

Christian Cleaning Services - Theodore, AL

March 2003 to September 2003

Duties: Cleaning office buildings

Note: This company is owned by my sister. After having been laid off by

Radio Shack Computer Services due to corporate cut-backs, I took this temporary job while seeking a regular occupation.

**Shipping/Receiving Clerk**

Radio Shack Computer Services - Mobile, AL

January 2001 to March 2003

4055 Cottage Hill Rd

Mobile, AL 36609

[Out of business]

Contact: Milton Bagley, Manager

Position: Shipping/Receiving Clerk

Duties: Receiving computer equipment, unpacking it, logging it in to the database, making note of reported problems with it so that the technicians could properly service it. Verifying warranty status of equipment. Packing up repaired computer equipment, logging it out of the database, and shipping it back to the origin address.

Note: I was laid off from this job due to corporate decision to downsize their payroll.

**Warehouse Associate**

Service Merchandise - Mobile, AL

July 1998 to January 2001

Azalea Rd.

Mobile, AL

[Out of business]

Contact: Christine Phillips, Store Manager

Position 3: Warehouse Associate

Duties: Receiving merchandise. Stocking merchandise to the sales floor.

Back-stocking merchandise to the warehouse. Pulling non-floor stock for customers.

Position 2: Customer Service Representative

Duties: Essentially, cashiering and answering phones. Assumed this position when the company decided to eliminate Electronics and other departments.

Position 1: Electronics Sales Associate

Duties: Greeting customers, helping them to find what they were looking for. Explaining the merits of one product over another based on features, known quality and customer's price range. Ensuring that all signing and merchandise was properly placed.

### **Frozen Food Stock Associate**

Winn Dixie - Mobile, AL

March 1998 to July 1998

Duties: keeping the frozen food and dairy sections stocked with available merchandise, unloading and storing perishable foods.

### **Studio Producer**

Sports Radio - Mobile, AL

January 1994 to March 1998

Duties: Maintaining sound quality, Coordinating with radio show hosts (in-studio as well as on-location), final-stage audio production, call screening, and broadcast control.

### **Director of Relations**

Ariana Richards Internet Fan Community

1996 to 1996

Duties: Public Relations, Group Leadership. Community Management, Web Design (HTML).

Comments: I helped to form and later managed this world-wide fan community for actress/artist Ariana Richards ([www.ariana.org](http://www.ariana.org)). Under my leadership, with assistance from a core group of community members, this community was named official by Ariana herself, and she personally participates on the message boards there when her busy schedule allows.

I stepped down from this position in 2003, when my work schedule and personal life required more time than I was able to continue to devote to the fan community. In the span of seven years, I had taken the community from nothing but a collection of fans with no real connection with Ariana to an organized group with whom Ariana communicated with directly. I personally went from someone with no professional experience in anything like this who stuttered nervously on the phone when speaking to Ariana's management to someone who has confidently corresponded with motion picture directors and with Ariana personally.

I view it as trial-by-fire training in public relations and community management which has equipped me with skills that greatly assist me in the performance of a wide variety of professional activities.

In 2008, I resumed limited administrative activity of the

Ariana.org forums and continued to assist until Ariana chose to consolidate all official representation under her own "Gallery Ariana" brand.

### **Associate**

Winn Dixie - Mobile, AL

August 1992 to January 1994



Duties: Stock, Cleaning, Organizing, and general task responsibilities.

Other work:

## Education

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### **High school diploma**

First Independent Methodist School - Mobile, AL  
1988 to 1992

## Skills

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- Debt Collection
- Call Center Procedures
- Computer Maintenance
- Materials Requisition
- Computer Assembly
- Web Design (Manual HTML and Software- assisted)
- Group Leadership
- Public Relations
- Retail Sales
- Broadcasting
- Customer Service
- Photofinishing
- Computer Hardware
- Music Composition (1 year)
- Audio Engineering (5 years)
- Video Editing (1 year)
- Game Development (1 year)
- CRM software

## Certifications and Licenses

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**driver's license**

## Assessments

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### **Retail Customer Service — Highly Proficient**

June 2020

Comprehending and responding to retail customer needs.

Full results: Highly Proficient

## **Retail Skills: Shelf Stocking — Highly Proficient**

June 2020

Receiving and storing merchandise or product. Full results: Highly Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

# Jessica Cooney

Presented by Spherion

## Work Experience

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### **Credit Counselor**

Navicore Solutions NJ,  
May 2021 - Present

Provide financial counseling by upholding the standards of the counseling model to consumers. Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model. Attend ongoing training on programs and services and required PDU's in conjunction with certification. Provide bankruptcy education service as needed. Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Real Estate Assistant**

Diversified Sourcing Solutions - Lakeland, FL  
November 2020 to Present

Promptly response to requests for information regarding company owned/leased properties via phone and e-mail. Setting and managing department appointments for the Real Estate Attorney. Manage information updates within Prolease for leased and owned properties. Use Excel spreadsheets to compare annual reconciliation data. Calculate correct amounts due for property annual reconciliations and deductions from commissions of store dealers. Create check requests for Accounting department to process payment to landlords.

### **Recruiting Assistant**

Diversified Sourcing Solutions - Lakeland, FL  
January 2020 to July 2020

Provide current information regarding employment opportunities to potential candidates. Pre-screen candidates in person and over the telephone. Scheduling and conducting interviews for placements to employers. Using computer software to modify and enhance resumes. Processing new hire paperwork for candidates and using computer software to track and document all information and interactions with candidates.

### **Customer Service Representative**

Diversified Sourcing Solutions - Mulberry, FL  
February 2019 to April 2019

- Use computer software to direct callers and customers to the correct department. Assist customers with resolving product related issues. Communicated between customers, local stores, and repair department via chat, phone, and email to resolve warranty related issues for products. Educating customers on company policies and available products and protection plans.

### **Branch Administrator**

Berkshire Hathaway Florida Properties Group - Lakeland, FL  
October 2016 to January 2018

- Branch Administrator-Assist agents in filling out contracts and forms. Schedule appointments for home showings. Order supplies for the office. Provide computer support for agents on office programs. Train new agents on use of office software. Manage the company social media page. Maintain office filing system. Manage building upkeep and maintenance. Serve as onsite help desk for Realtors and office staff.

## **Real Estate Agent**

Country Club Realty - Sebring, FL

August 2014 to September 2016

██████████ - Help clients buy, sell, or rent property. Perform duties, such as study property listings, interview prospective clients, accompany clients to property site, discuss conditions of sale, and draw up real estate contracts. Market homes for sale by creating ads or hosting an open house. Served as onsite help desk for Realtors and office staff.

## **Shift Supervisor**

Walgreens Pharmacy - Kennesaw, GA

July 2013 to June 2014

Answer customer questions and addressed problems and complaints in person and via phone. Help customers select products that best fit their personal needs. Maintain visually appealing and effective displays for the entire store. Offer exceptional customer service to differentiate and promote the company brand. Unload trucks, stock shelves and carry merchandise out on the sales floor for customers. Check in vendors.

## **Nanny**

Acworth, GA

December 2012 to July 2013

Nanny - Care for and encourage the development of an infant. Develop a plan for daily learning activities and adapt to changes based on the child's needs.

## **Supervisor Trainee**

CVS Pharmacy - Dothan, AL

March 2011 to October 2012

Answer customer questions and addressed problems and complaints in person and via phone. Help customers select products that best fit their personal needs. Maintain visually appealing and effective displays for the entire store. Offer exceptional customer service to differentiate and promote the company brand. Unload trucks, stock shelves and carry merchandise out on the floor for customers. Check in vendors.

## **Skills**

- Customer Service
- Customer Care
- CSR
- Customer Support
- Microsoft Office (6 years)
- Help Desk (4 years)
- Data Entry

- Desktop Support
- Interviewing
- Technical Support
- Recruiting

# Jessica Lopez

[REDACTED]  
[REDACTED]  
[REDACTED]

Authorized to work in the US for any employer

## Work Experience

### **Credit Counselor**

Navicore Solutions NJ,  
May 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Credit Repair Specialist**

K & J Credit Repairs - Miami, FL  
February 2018 to Present

I have my own Credit Repair Company  
I help people to delete the negative information in their credit

### **Sales Associate**

Municipal Credit Services - Florida  
July 2015 to Present

## Education

### **Bachelor Degree in Engineering, License 2-40 Health Agent**

Florida

### **Notary**

## Skills

- Bilingual – Spanish and English for written and spoken purposes, • Excellent computer skills. Proficient in Microsoft Office Word, Excel, Access, Project, plenty experience in sales and customer service (5 years)
- Credit Analysis
- SolidWorks
- Notary Signing Agent
- Customer service

## Certifications and Licenses

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**Licence 2-40. Healt Agent**

Present

# Kayla Manganelli

[REDACTED]  
[REDACTED]  
[REDACTED]

To finding a challenging position in which I can utilize my customer service skills. I am a hard worker who loves a challenge. I enjoy working with people and find that customer service most rewarding. I am a diligent learner who strives to obtain knowledge, become an asset to the company, and build my skill set. I work well within a team environment as well as bring individual strength to completing tasks and making deadlines without supervision or guidance. My knowledge in computer systems is in all Microsoft Office products and some Pages. I also invite the challenge of learning new systems and guidelines.

Authorized to work in the US for any employer

## Work Experience

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### **Credit Counselor**

Navicore Solutions NJ,

May 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Library Aide**

East Hanover Library - East Hanover, NJ

October 2019 to Present

In this position I check books in and out of the library, help patrons find and order materials that they request, return books to their shelves and take in and process shipments of books from other libraries. I also renew and establish patron memberships and issue library cards, and process and handle all library fines and fees.

### **CSR I**

TD Bank - Denville, NJ

August 2019 to January 2020

In my current position I assist customers with a warm and professional attitude, assist customers with questions and concerns, handle emails, inbound calls, and outbound calls, manage customer accounts, process customer transactions, etc.

### **Vocal Media**

Jerrick Media - Fort Lee, NJ

April 2019 to May 2019

I worked a temporary position here as a Copy Editor on the team. My main focuses in this position were to maintain quality in every piece and also to write some SEO based content.

### **Editor-in-Chief**

Arizona State University - Glendale, AZ



January 2018 to July 2018

I served as the Editor-In-Chief over a staff of 20 people for the ASU literary magazine, Canyon Voices. I also was the Lead Scripts Editor and the Copy Editor for the 17th issue. While working for Canyon Voices, I was able to ensure that I saw every piece of content chosen by my staff, everyone collaborated as a team, each author was paired with an editor that suited their specific needs, and that we were meeting timelines accordingly. I personally was in contact with a handful of authors myself, and was responsible for copy editing the entire magazine before the launch date. I was responsible for gaining magazine exposure and promoting its space for authors from all over the world. I was a vital part of the launch party team that celebrated our completed product and showcased our enormously talented authors, some of whom had flown in to give live readings and speak on their chosen art, poetry, scripts, fiction, etc. The link for the magazine is on my profile/resume.

### **Member Service Representative**

AERO Federal Credit Union - Glendale, AZ  
June 2014 to June 2018

In this position I counseled and educated credit union members on products such as cashier's checks, money orders and other miscellaneous products and services offered. I also processed customer information in data system to open new accounts and referred members to loan officers to promote loans. I received cash and checks for deposit, verified and posted currency, balanced all currency, coin and checks, at end of shift ensuring that transactions and banking system correlate. I reviewed checks for endorsement and to verify dates, bank information and legality of the document. I was required to count all currency by hand for verification and prepared deposits for shipment to Federal Reserve Bank. I acquired the ability to work in a fast-paced customer service background while putting the member first and developing lasting relationships. These relationships added benefit to the credit union and members alike. In addition, I answered phones and helped members with issues concerning online banking, making payments, or general questions.

### **Editor**

Arizona State University - Glendale, AZ  
August 2016 to January 2017

I served as a Fiction Editor for the Winter 2016/2017 edition of Canyon Voices Literary Magazine for ASU.

## **Education**

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### **Bachelor's in English/Creative Writing**

Arizona State University - Glendale, AZ  
January 2016 to May 2018

### **Associate in English**

Glendale Community College - Phoenix, AZ  
August 2013 to May 2015

## **Skills**

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- Microsoft Excel
- Microsoft Word
- Microsoft Office
- Proofreading
- Office Experience
- Excel
- Copywriting

- Customer Service
- Experience working with students
- English
- Creative Writing
- Writing Skills
- Tutoring
- Mentoring
- Computer literacy
- Windows

## Links

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<https://cloud.3dissue.com/75238/75586/89748/CanyonVoices-Issue17/index.html>

<https://knmang.weebly.com>

## Awards

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### **Presidential Scholarship**

May 2013

Was awarded this Honors Scholarship for Glendale Community College.

## Certifications and Licenses

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### **TESOL**

- 120 hour certification completed in the summer of 2020.

## Assessments

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### **Customer focus & orientation — Proficient**

February 2019

Measures a candidate's ability to respond to customer situations with sensitivity.

Full results: [Proficient](#)

### **Elementary school classroom management — Highly Proficient**

December 2020

Promoting learning in an elementary school environment by maintaining classroom order.

Full results: [Highly Proficient](#)

### **Middle school classroom management — Highly Proficient**

December 2020

Minimizing classroom disruption and engaging students

Full results: [Highly Proficient](#)

**Work style: Reliability — Highly Proficient**

November 2019

Tendency to be dependable and come to work

Full results: Highly Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

**Groups**

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**International Thespian Society**

2011 to Present

# Marilyn Najarro

[REDACTED]  
[REDACTED]  
[REDACTED]

Experienced and accomplished bilingual financial counselor with 15 years of customer service experience, seeking an opportunity to contribute to the forward momentum of an organization.

## Attributes:

- Passion for employee engagement and development • Solution Focused
- Effective communication skills • Initiative/Career Growth
- Customer service oriented • Adaptability/Flexible

## Work Experience

### Credit Counselor Level 1

Navicore Solutions NJ,  
June 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### Credit Counselor III

Debt Management

July 2017 to November 2020

- BALANCE/CCCSSF, A Nonprofit -Remote

- Counseled clients on personal and family financial problems such as excessive spending and borrowing of funds.
- Represented BALANCE at financial literacy events such as Los Angeles and San Francisco's Financial Planning day to provide education to consumers on making effective decisions with their financial resources.
- Performed Credit Report evaluations to assess and educate clients on their credit status, credit information and how to establish good credit.
- Evaluated client budgets to help clients implement a monthly spending plan, establish a savings and help clients accomplish financial goals.
- Helped qualifying members to set up a Debt Management Plan to pay off credit cards with a 3-5-year payment plan.

### Credit Coach Under the Smart Money Coaching Project

S.F, CA, US

June 2016 to July 2017

The Smart Money Coaching program connects San Franciscans to educational resources to increase financial empowerment and to help clients develop skills to achieve financial security.

- In partnership with The S.F Office of Financial Empowerment and the Treasury Office of S.F Coaches, I connected the community with numerous S.F nonprofit organizations to provide financial education at S.F partnered sites. I provided one on one coaching to clients of low income over an extended period of time. My client's and I collaborated to determine and identify financial goals in order to create a tailored

step by step action plan to resolve client's financial issues.

- In a year I have assisted over 100 + clients to accomplish the following outcomes: Established and increased client's credit score by 35 points, increased client's savings by 2%, decreased debt by 10%, establish and maintained a regular savings habit for at least three consecutive months and transitioned clients to a safer and affordable checking accounts.
- I represented BALANCE at "Project Homeless Connect" as a resource for low income and homeless individuals to get connected to financial resources such as banking, credit repair education, education on student loan debt forgiveness, job opportunities and food stamp applications.

### **Counselor I**

CCCSSF - Concord, CA

September 2014 to June 2016

- A Nonprofit

- Evaluated client's financial circumstances based on financial information furnished by client to schedule Member for appropriate counseling appointment.
- Assisted members in developing budget strategies to resolve past and present financial hardships/ obstacles to create financial stability.
- Directed members to a wealth of educational resources and financial tools both national and local as appropriate.
- Provide thorough information on Bankruptcy, Debt management plan, credit report ratings, collections account, court judgments, student loans and consumer protections laws.
- Reviewed payment plans.
- Processed payments and adjustments for Bankruptcy fee.
- Performed elements of on-going casework as needed to provide service and problem-solving assistance for client inquiries and account management.
- Counseled client on personal and family financial problems such as excessive spending and borrowing of funds.
- Represented BALANCE at financial literacy events such as Los Angeles and San Francisco's Financial Planning day to provide education to consumers on making effective decisions with their financial resources.

### **Outreach Specialist**

Freddie Mac - S.F, CA, US

September 2010 to June 2014

- A Nonprofit

- On an overtime basis, I contacted Freddie Mac delinquent borrowers to evaluate client needs for housing programs and assistance in order to get borrowers mortgage current.
- Performed data entry duties including entering data into multiple electronic databases.

### **Operations/Administrative Assistant**

Consumer Credit Counseling - San Francisco, CA

June 2008 to September 2010

A Nonprofit

- Processed client payments for debt management and bankruptcy programs to multiple databases.
- Processed Debt Management new start documentation.
- Assembled training material for new hires.
- Set up applicants with GNeil testing for service ability, grammar and keyboarding testing.

- Updated client information on multiple data bases.
- Attended to high phone call volume.
- Provided assistance as needed to the Director and VP.
- Greeted and scheduled clients for financial appointments with Financial Coaches.

### **Customer Rep**

Lead IV Downey Savings & Loan Association - Redwood City, CA

October 2003 to April 2008

- Held supervisor authority to oversee and over-ride customer transactions.
- Maintained thorough knowledge of company operations to balance daily transactions, investigate fraud and teller outages.
- Conducted daily audits of reports and paper trails, posting of general ledgers and expense reports.
- Processed customer transactions and responded to product and service inquiries in a responsive, accurate and timely manner.
- Placed high priority in addressing and resolving customer issues efficiently - solution focused.
- Developed staff performance goals and objectives with management.

**Tara G Kidd**

[REDACTED]

[REDACTED]

[REDACTED]

### **Objective**

Hard working, knowledgeable, and friendly individual with 20+ years of banking experience. Looking for a company to grow with and continue in the banking industry.

### **Summary of Qualifications**

Over 20 years of banking experience – 13 years as a branch manager  
Supervise, schedule and review job performances of employees  
Perform Interviews and lead in the hiring process  
Perform Teller and New Account functions  
Endure branch Audits and make necessary changes to successfully operate within proper procedures  
Managed two branches for a three-year period – 2015 to 2018  
Manage maintenance and security of branch

### **Experience**

#### **Navicore Solutions**

May 2021 – Present  
Credit Counselor

Provide financial counseling by upholding the standards of the counseling model to consumers. Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model. Attend ongoing training on programs and services and required PDU's in conjunction with certification. Provide bankruptcy education service as needed. Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

#### **National Exchange Bank and Trust-Beaver Dam, WI**

April 2004-March 2021

Operations Officer

Responsible for managing staff and overseeing daily operations. Performs quarterly audits on teller and vault drawers. Assist with call group that answers calls placed to the Main Office. Participated in training new employees during acquisitions. Worked on the teller line and as a CSR to assist customers with questions and concerns regarding their bank accounts and debit and credit card issues. In charge of daily operations of the branch, security of the branch, training of new employees along with ongoing training of all employees in branch. Schedule monthly meetings with branch staff. Perform monthly one on one meetings with each staff member.

#### **Horicon Bank-Beaver Dam WI**

September 1997-April 2004

Teller/Customer Service Representative

Performed daily teller duties. Balanced ATM, Coin machine, and Vault. Opened new accounts. Assisted customers with questions and concerns.

**Education**

WBA – Retail Banking School – General Banking Diploma



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Victoria D. Harper  
[REDACTED]  
[REDACTED]  
[REDACTED]

## EXPERIENCE

### **Navicore Solutions NJ - *Credit Counselor***

May 2021 – Present

- Provide financial counseling by upholding the standards of the counseling model to consumers
- Prepare a detailed analysis of the consumer's situation and provide appropriate solutions as it pertains to the consumer's need in accordance with the counseling model.
- Attend ongoing training on programs and services and required PDU's in conjunction with certification.
- Provide bankruptcy education service as needed.
- Review consumer credit reports and provide information regarding the report in conjunction with counseling sessions and services, as applicable.

### **Brinks Home Security, Farmers Branch, TX - *Customer Service Representative***

June 2020 - Present

- Receive and respond to escalations from the field
- Follow up as needed on-field operations unresolved issues
- Document all calls in ticketing and tracking systems
- Respond to customer inquiries and provide data to customers within a timely manner.
- Serving as a liaison between branches and customer

### **Genpact, Richardson, TX - *Credit Card Fraud Specialist***

May 2019-January 2020

- Made independent decisions regarding client-customer account information in order to detect fraudulent activity.
- Investigated suspicious activity and behavior that could have posed a negative risk to client's customers like out of pattern card spending or unusual account activities.
- Performed daily fraud monitoring tasks and created transaction disputes for client customers as requested.

### **Nexgrid, Fredericksburg, VA - *Customer Support Representative***

August 2018 - February 2019

- Managed large amounts of inbound and outbound calls with varying clients in a timely manner.
- Identified client needs, clarified product information, and provided solutions and/or alternatives for clients with dissatisfaction or concern.
- Upsold various company products to existing and prospective clients.

### **Alorica, Fredericksburg, VA - *Customer Service Representative***

June 2017 - August 2018

- 
- Maintained and updated confidential client & customer information as necessary.
  - Calmly resolved and de-escalated inquiries regarding billing issues and discrepancies.
  - Provided outstanding tech support/customer service to customers with issues with company equipment.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**CONT'D**  
**COST SHEET - EXHIBIT H**

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

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

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

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

Garden State Consumer Credit Counseling Inc. dba Navicore Solutions

200 U.S. Highway 9 Manalapan, NJ 07726

Name of Firm (Please print or type)

Address

732-863-5052

Phone Number

Fax Number

Diane Gray

Chief Program Officer

Name (Please print or type)

Title

Digitally signed by Diane Gray  
DN: cn=Diane Gray, o=Navicore Solutions, ou, email=dgray@navicoresolutions.org, c=US  
Date: 2021.08.26 16:22:43 -04'00'

Signature

E-mail

August 30, 2021

Date

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

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

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

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

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

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

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

#### **VI. COPELAND ANTI\_KICK-BACK ACT**

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

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

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

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

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

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

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

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

##### **Clean Air Act**

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

##### **Federal Water Pollution Control Act**

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

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

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

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

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

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

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

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

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

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

Digitally signed by Diane Gray  
DN: cn=Diane Gray, o=Navicore Solutions, ou,  
email=dgray@navicoresolutions.org, c=US  
Date: 2021.08.26 16:30:57 -04'00'

**Accepted:** \_\_\_\_\_

**Date:** August 30, 2021 \_\_\_\_\_

**Print Name and Title:** Diane Gray, Chief Program Officer



## New Jersey Citizen Action Education Fund

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **NEW JERSEY CITIZEN ACTION EDUCATION FUND** whose address is 625 Broad Street, Suite 270, Newark, NJ 07102 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **NEW JERSEY CITIZEN ACTION EDUCATION FUND** dated **August 16, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **NEW JERSEY CITIZEN ACTION EDUCATION FUND** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **NEW JERSEY CITIZEN ACTION EDUCATION FUND** has submitted the completed Employee Information Report Form AA302 and;

**WHEREAS**, the Agency desires to enter into this Agreement with **NEW JERSEY CITIZEN ACTION EDUCATION FUND** to provide **The New Jersey Housing Counseling Program**;

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

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

perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

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

IN WITNESS WHEREOF, NEW JERSEY CITIZEN ACTION EDUCATION FUND and the Agency have executed this Agreement to be effective the day and year first written above.

**New Jersey Housing and  
Mortgage Finance Agency**

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: 10-25-2021

**New Jersey Citizen Action Education Fund**

By: Phyllis Salowe-Kaye

Name: Phyllis Salowe-Kaye

Title: Executive Director

Date: 10/18/2021

**EXHIBIT LIST**

Exhibit A- Agency's Request for Proposal dated **August 10, 2021**

Exhibit B- **NEW JERSEY CITIZEN ACTION EDUCATION FUND's** Proposal dated **August 16, 2021**

# **New Jersey Citizen Action Education Fund (NJCAEF)**

## **Specific Submission Requirements:**

### ***Counseling Services for the New Jersey Housing Counseling Program***

Submitted to:  
New Jersey Housing and Mortgage Finance Agency  
SPECIFIC SUBMISSION REQUIREMENTS FOR THE  
NEW JERSEY HOUSING COUNSELING PROGRAM

*Via electronic submission:  
August 31, 2021*

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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In keeping with the purpose and intent of the New Jersey Housing and Mortgage Finance Agency's (NJHMFA's) New Jersey Housing Counseling Program, the New Jersey Citizen Action Education Fund (NJCAEF), a statewide HUD-certified housing counseling agency, is providing the below information in accordance with Section 5.0 of the Request for Qualifications regarding Specific Submission Requirements for providers of proposed housing counseling services. As part of the New Jersey Housing Counseling Program, NJCAEF's HUD-certified housing counselors to New Jersey homeowners to encourage responsible and sustainable homeownership and curtail the loss of a home through foreclosure. As an experienced provider of housing counseling services for programs of similar size and scope to those outlined in this RFQ, NJCAEF will comply with all program requirements and submit all information and reports to HMFA as required. As a statewide HUD-certified housing counseling agency, NJCAEF has the ability to provide comprehensive housing counseling services to homeowners in all six regions across New Jersey, and will provide services virtually, by telephone, and in-person in accordance with all public health guidelines to ensure the public health and safety of NJCAEF staff and the individuals we serve. Unfortunately, as evidenced by this RFQ the need for comprehensive foreclosure prevention counseling services will only increase in the months ahead, as housing experts and advocates fear a potential tsunami of residential foreclosures once the foreclosure eviction moratorium is lifted in November 2021.

**5.0 SPECIFIC SUBMISSION REQUIREMENTS**

**SPECIFIC REQUIREMENTS**

**1. *Detailed Description of the Default Mitigation and Foreclosure Counseling Services currently offered by the New Jersey Citizen Action Education Fund:***

The last 18 months have been unlike any other time in the history of our housing counseling program. In 2020, NJCAEF transitioned its housing counseling services from in-person to remote service provision, offering free comprehensive housing counseling services virtually and by phone for the first time in our organization's history. As part of this process, NJCAEF's IT vendor secured all staff laptops and computers, ensuring everyone had up-to-date anti-virus software and remote VPN access to our intra-organizational server. Virtual appointments are provided through user-friendly platforms, including Google Meets and Zoom to ensure accessibility among clients, and client documentation is uploaded through secure platforms, with signatures verified through DocuSign. In addition to one-on-one pre-purchase and foreclosure prevention counseling services, NJCAEF expanded its housing counseling services to include rental counseling, connecting eligible tenants impacted by the pandemic to COVID-19 Emergency Rental Assistance Programs, and assisting them in the self-certification process to avoid eviction. Additionally, NJCAEF has coordinated more than 100 virtual webinars during the pandemic, covering the first-time homebuyer process, fair housing, avoiding scams & fraud, and COVID-19 housing protections & resources.

***Crisis Counseling Service Process:***

Through both our Homeownership Counseling and Fair Housing Programs, the New Jersey Citizen Action Education Fund has become a leading statewide provider of default mitigation and foreclosure prevention counseling services, most notably in response to the overwhelming financial distress experienced by New

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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Jersey's low- and moderate-income (LMI) homeowners during the Great Recession, which began in 2007. All of our housing counseling services are free and open to the public, and are promoted to New Jersey families using a statewide communications and marketing plan that includes community education and outreach, collaboration and referrals from partners, digital and social media, public service announcements, and paid and earned media, among other channels.

The following is the process for NJCAEF's crisis/foreclosure counseling services, and is approved by the U.S. Department of Housing & Urban Development (HUD) as part of our Housing Counseling Work Plan:

All default and delinquency clients, including those who are victims of predatory lending and mortgage modification scams, receive individual, one-on-one counseling to determine the cause of their delinquency, which in turn assists NJCAEF's housing counselors in developing a personalized plan of action for each client. Once a cause of delinquency is determined, the Counselor assists the client in reaching the understanding of whether the setback is temporary or permanent. The Counselor uses budgeting to determine the causes of any shortfalls. If the budget shows a correctable situation, the Counselor contacts the mortgage lender or servicer to assist in the negotiation of a forbearance agreement or recasting of the debt. Conversely, if the budget shows a permanent or irreparable situation the counselor goes over other options available to the client such as selling the property, applying for a deed-in-lieu of foreclosure, or applying for a pre-foreclosure sale. Once the client has chosen which option they would like to pursue, the Counselor assists them in providing the necessary budgets and paperwork to go forward with resolving their delinquency. In the event that a Counselor determines that a client was the victim of predatory lending or fraud, New Jersey Citizen Action Education Fund assists the client in notifying HUD and/or a qualified Fair Housing Organization, the NJ Department of Banking and Insurance, the NJ Division of Consumer Affairs, and/or the Office of NJ Attorney General, where appropriate. In the event of mortgage fraud, NJCAEF also forwards appropriate complaints to the Consumer Financial Protection Bureau and Loan Modification Scams Prevention Network upon incident and with HUD quarterly reports, and submits copies of complaints to the NJ Division of Consumer Affairs, Office of Consumer Protection. NJCAEF also seeks out local or state assistance through Legal Services of New Jersey, Volunteer Lawyers for Justice of New Jersey, and/or other agencies while continuing to provide the client with delinquency counseling.

***General Intake Process:***

Generally speaking, clients access NJCAEF's free loan counseling service by completing an online application for service online at [www.njcaef.org](http://www.njcaef.org) or [www.njcitizenaction.org](http://www.njcitizenaction.org), by calling our main office at (973) 643-8800, x210, or by calling our toll-free housing counseling number at 1(800) NJ-OWNER (1-800-656-9637). Once an application is received, it is processed by our Bilingual Intake Coordinator and assigned to the appropriate counselor and location.

***Crisis Counseling Case Management Plan:***

The key to keeping a mortgage from going into foreclosure is to address the problem early. This, in turn, makes the marketing of services and outreaches to potential clients an important component of a successful program. Because clients are often reluctant to make contact with a service provider, NJCAEF makes every effort to make all services accessible to homeowners, and reassures them that our

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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Counselors are there to help. The following is a detailed timeline of our internal case management procedures for crisis counseling clients who are facing foreclosure:

- 1) Client Intake process (1/2 hour):** An intake form, which is a nine page financial questionnaire, is filled out by the NJCAEF Housing Counselor and the client. The client signs a disclosure form, which permits NJCAEF to negotiate with the lender/servicer on their behalf.
  
- 2) Initial One-on-Session/Loan Document Review/Problem Assessment (3 hours):** At the initial session, the Counselor makes a general assessment of the client's situation, and determines the following: (1) length of delinquency; (2) the client's desire to stay in the home; (3) the circumstances surrounding the delinquency; (4) the ability of the homeowner to become current with the loan; (5) the owner's willingness to work with a counselor; (6) whether predatory lending may be involved. In addition, during the session the Counselor will pull the client's tri-merged credit report. The Counselor reviews the credit report line-by-line with the client and answers all questions. The Counselor must also develop a personalized action plan with the client to identify what the client will do and what the Counselor will do to help the client meet his/her objective. The Counselor also reviews the following pre-requested documents:
  - ✓ Copy of mortgage/deed of trust
  - ✓ Copy of mortgage note
  - ✓ Any correspondence from the mortgage company or its attorney
  - ✓ Any documentation from the courts or the sheriff regarding a foreclosure
  - ✓ Most recent pay stubs for all employment
  - ✓ Last two months of all bank statements
  - ✓ Most recent bills and statements for all expenses
  - ✓ Most recent tax return
  
- 3) Completion of Foreclosure Package (2 hours)**
  - ✓ Counselor/client complete mortgage information sheet
  - ✓ Counselor/client complete property/household information sheet
  - ✓ Counselor/client complete monthly spending plan sheet
  - ✓ Counselor/client complete household asset sheet
  - ✓ Counselor/client complete hardship letter
  
- 4) Counselor reviews loss mitigation options with client and attempts negotiations with loan servicer (2½ hours):** While default counseling/loss mitigation is a staff-intensive process, it nearly always yields quicker results for the client/borrower. Working with servicers is important because they will see that the borrower is interested in curing the delinquency and has assistance from a HUD-certified housing counselor to ensure success. It is also extremely important to maintain consistent contact with servicers that have the authority to approve loss mitigation options to assure that the process is handled expediently. The following are potential loss mitigation options that the Counselor will review with the client:
  - ✓ Reinstatement
  - ✓ Repayment Plan



***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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- ✓ (Special) Forbearance
- ✓ Loan Modification
- ✓ Short Sale
- ✓ Refinance
- ✓ Deed-in-Lieu of Foreclosure
- ✓ Assessment of eligibility into special foreclosure prevention programs (e.g. NJ Housing and Mortgage Finance Agency's Foreclosure Prevention Programs such as the New Jersey Foreclosure Mediation Program, New Jersey Homeowner Assistance Fund, etc. as well as any programs offered by partnering financial institutions and/or applicable federal, state and local government agencies).

**5) Counselor Evaluation (2 hours)**

- ✓ Counselor analyzes clients present budget
- ✓ Counselor reviews all mortgage documents
- ✓ Counselor performs loan document review to identify any issues with loans and potential remedies.
- ✓ Counselor makes decision if case is curable based on financial information presented.
- ✓ If case is curable counselor prepares proposal package for servicer.
- ✓ Counselor determines if client needs to apply for NJ Foreclosure Mediation Program
- ✓ Counselor determines if client qualifies for NJ Homeowner Assistance Fund or other applicable programs.

**6) Prepare documentation for workout request/review with client (2 hours):** Counselor reviews proposal with client. Once approved, counselor contacts servicer to present proposal.

- ✓ Signed and dated letter that **briefly** explains what happened
- ✓ Documentation of hardship (doctor's letters, etc.)
- ✓ One month worth of pay stubs or other proof of income
- ✓ Two most recent signed federal tax returns and W2s (3 years if self-employed)
- ✓ An accurate budget showing all monthly income and expenses
- ✓ A list of client assets (cars, bank accounts, etc.)
- ✓ A list of client liabilities (mortgages, loans, liens, other outstanding debts)

**7) Prepare documentation for NJ Foreclosure Mediation Program (if applicable)**

- ✓ Prepare Mediation Recommendation Statement
- ✓ Prepare Foreclosure Mediation Financial Worksheet
- ✓ Prepare Housing Counseling Proposal
- ✓ Complete 4506-T form
- ✓ Documentation of hardship (doctor's letters, etc.)
- ✓ One month worth of pay stubs or other proof of income
- ✓ Two most recent signed federal tax returns and W2s (3 years if self-employed)

**8) Evaluation Component (Ongoing):** Evaluating the effectiveness of the foreclosure-prevention program is an extremely important aspect of our foreclosure prevention counseling process.

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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Whenever possible, NJCAEF tracks client progress to determine if they are successful on both a short- and long-term basis, in some instances as long as one to two years after initial counseling services are provided. While client evaluation requires staff time and resources, client follow-up assures staff that their efforts are effective, as well as demonstrates factors that contribute to program/client success.

In addition to individual housing counseling services, where appropriate, NJCAEF Counselors let clients know about other free programs and services available to them by our organization, including free tax preparation, healthcare enrollment assistance, financial education workshops/webinars, and fair housing education, outreach and investigations.

***Termination of Counseling:***

NJCAEF Counselors terminate files in accordance with the requirements set forth in Section 214.315(h) of the U.S. Department of Housing & Urban Development's Housing Counseling Regulations. Termination occurs or may occur under any of the following conditions:

- 1) The client meets his or housing need or resolves the housing problem.
- 2) NJCA determines that further housing counseling will not meet the client's housing need or resolve the client's housing problem.
- 3) NJCA attempts to, but is unable to, locate the client.
- 4) The client does not follow the agreed-upon action plan.
- 5) The client otherwise terminates housing counseling.
- 6) The client fails to appear for housing counseling appointments.

***Training and Supervision:***

New Jersey Citizen Action Education Fund's Housing Counseling Service is a HUD-certified housing counseling agency. Our staff is culturally diverse, and staff members are recruited locally based on experience in the mortgage lending, credit counseling and real estate fields. Each staff person participates in the NJCAEF training program, which includes onsite internal training and off-site training provided by HUD and NeighborWorks America. Training includes the study of default counseling and loss mitigation, underwriting standards, individual bank underwriting training, budgeting, credit analysis, customer relations, lender relations, record keeping and reporting, publicity and marketing, and NJCAEF events. All of NJCAEF's Housing Counselors have received the following certifications: NeighborWorks America certification as Certified Housing Counselors, certification as Train-The-Trainers in Homebuyer Education by NeighborWorks, and NCHCEC Certification in Foreclosure Intervention and Default Counseling. Citizen Action currently has 4 full-time counselors, and is actively recruiting one-two additional full-time counselors. Bonita Holmes, Director of Loan Counseling and Loss Mitigation, supervises all aspects of NJCAEF's Housing Counseling Program and counseling staff, and is the primary contact person for NJCAEF's program.

**All of NJCAEF's Housing Counselors** attend monthly meetings for further training. Individual banks participate in these meetings to keep counselors up-to-date on various affordable mortgage/CRA products and programs. These meetings afford counselors with the opportunity to ask questions, share best practices and lessons learned, and exchange ideas. NJCAEF's Housing Counseling staff also receives comprehensive training on loss mitigation and default counseling by NeighborWorks and HUD.

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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**For purposes of foreclosure prevention counseling, all staff** must understand the loan and loss-mitigation processes, be familiar with policies and procedures for various lenders and loan servicers, and be skilled at providing quality, personal counseling. As indicated above, NJCAEF provides a variety of wrap around services that complement our individual housing counseling services, including budget counseling, discussion of affordable mortgage products or access to affordable mortgage products and down payment assistance, free tax preparation services, healthcare enrollment assistance, and financial education.

Each housing counselor receives support and supervision on all counseling services, production, quality control, reporting and training. Overall supervision and training of NJCAEF's housing counseling staff is provided by Bonita Holmes, Director of Loan Counseling and Loss Mitigation, who has 28 years of experience in Program Management, Business Development and Accounting, 17 years experience in credit repair and homeownership counseling; 17 years experience in HUD loss mitigation counseling and 17 years experience in Predatory Lending Workout solutions; 17 years experience in group instruction; and 17 years experience specific to homeownership programs and mortgage products. Ms. Holmes is supervised by Theresa Dempewolf, NJCAEF's Director of Empowerment Projects and Finance. Theresa is responsible for the development of NJCAEF's free direct service programs, including our Housing Counseling Service, free tax preparation services, healthcare enrollment assistance, Fair Housing Testing Project, and our Financial Coaching Program. Phyllis Salowe-Kaye, Executive Director, provides overall supervision to Theresa Dempewolf, as well as all aspects of the organization and its funding.

***Reporting and Measurement of Success:***

As an experienced provider of free direct service programs, NJCAEF regularly gathers, maintains, and updates program data. Our housing counseling statistics and demographic data are maintained on a regular basis. NJCAEF previously utilized Fannie Mae's Home Counselor Online (HCO), a Client Management System that monitors and produces summary reports on our existing program. HCO is a web-based program that can be updated and adjusted to fit the needs of NJCAEF and/or specific project partners. NJCAEF switched to Launchpad, a Salesforce platform, in March of 2019 due to the closing of the HCO system, and in the summer of 2021, in accordance with HUD client management reporting requirements, NJCAEF began transitioning to NeighborWorks Compass, another web-based client management system. The migration of our client management system is undoubtedly an enormous task given NJCAEF was historically one of the highest volume users of HCO, with a large database of clients. NJCAEF is working with an IT Consultant to ensure a smooth transition to our new CMS, and will meet all reporting requirements as outlined by NJHMFA in the RFQ for the New Jersey Housing Counseling Program, and if awarded a contract, as outlined in the Contract for Services.

Generally speaking, NJCAEF maintains standard summary information such as client participation/details of counseling sessions; demographic data; cross-referral information relating to other programs and services; number of individual counseling sessions held and short summary of problems addressed; and an overall summary of participants' evaluation of the programs where applicable.

For purposes of our Foreclosure Prevention Counseling services, "success" is measured and reported in accordance with the New Jersey Housing and Mortgage Finance Agency's definition of success, as follows:

**New Jersey Citizen Action Education Fund's Statements of Qualifications:**  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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- Successful refinance or sale of the home
  - Successful short sale of the home
  - Successful and Accepted Hardship program, i.e., loan modification, repayment plan or forbearance, or other special foreclosure prevention programs
  - Successful reinstatement of the mortgage
  - Successful deed-in-lieu of foreclosure
2. **Copy of Bidder HUD certification.** *See attached certification for NJCA (Note: proof of individual housing counselor certification is provided with each Counselor resume)*
3. **Submission of a brief history of the Bidder, including the level of counseling activity during the past three years.**

The New Jersey Citizen Action Education Fund (NJCAEF) is a statewide nonprofit 501 (c)(3) organization founded in 1983 to promote social, racial, and economic justice for all. NJCAEF works closely with New Jersey Citizen Action (NJCA), a statewide progressive grassroots organization. NJCA is a nonprofit 501 (c)(4) organization founded in 1982, with more than 60,000 individual members and over 100 affiliate organizations representing a population broadly diverse in terms of race, class, gender, ethnicity, age, sexual orientation and disability. New Jersey Citizen Action Education Fund is unique in that we combine issue advocacy and policy work around issues that are important to families, workers, and seniors, with the provision of free direct services. Each year, we serve more than 15,000 low- and moderate-income (LMI) individuals across New Jersey, seeking to increase economic opportunities for vulnerable and/or LMI families across the state. These free services include one-on-one HUD-certified housing, rental, and foreclosure counseling; financial education and financial coaching; healthcare enrollment assistance; fair housing education, outreach & investigation; and tax preparation, ITIN application assistance, and Tax Counseling for the Elderly. Together, these services assist New Jerseyans in making financial decisions that have a positive economic impact on individuals and communities, and promote homeownership, access to healthcare, capital and other asset development initiatives for New Jersey's underserved communities. *Note: in response to the Coronavirus pandemic, in March 2020 NJCAEF transitioned all of its free direct services from in-person to virtual and telephonic programs and services.*

In keeping with our organizational goals to promote racial and economic justice, NJCAEF actively targets its programs and services to traditionally underserved communities, including Black, Indigenous, and other people of color (BIPOC). Through both our issue advocacy and free direct services, NJCAEF works to address the disparate impact on and undeniable gaps in wealth, health and work among communities of color, all of which have gone from being chronic problems to acute ones in the wake of the Coronavirus pandemic. Moreover, as a HUD-designated fair housing agency, NJCAEF actively promotes fair housing and diversity, equity, and inclusion in everything we do, including our free housing counseling services.

**Summary of organization's history, goals, and key achievements:** NJCAEF has provided education, outreach and counseling services since 1995, when we first received our HUD-certification. Since this time, we have become a leading, trusted provider of free quality financial empowerment services across the

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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state, offering one-on-one credit and financial counseling, housing and foreclosure counseling, free tax preparation, counselor-assisted healthcare enrollment, financial education and homeownership preparation education. Our empowerment programs are offered statewide, with a strong focus on reaching minorities, single women heads-of-household, recent immigrants, Veterans, seniors, and people with disabilities in NJ's urban areas, where needs are most urgent. Our achievements include the following: (1) over 135,000 people have received financial literacy training in the last 20 years; (2) more than 38,000 people have received free homeownership and foreclosure prevention counseling through our HUD-certified Homeownership Counseling Program; of these, over 16,500 purchased homes; (3) 52,919 low-income individuals received free tax preparation through our Tax Centers over the past 13 years, returning over \$90.8 million in refunds to NJ families; (4) nearly 1,000 distressed homeowners receive one-on-one foreclosure prevention counseling each year, accessing over \$45 million in foreclosure assistance through NJ's Hardest Hit Fund programs; and (5) over 5,000 LMI New Jerseyans from over 125 organizations across the state receive free financial literacy and fair housing education and outreach annually. In 2009, NJCAEF opened its Economic Security Center in downtown Newark, offering counselor-assisted benefits screening & individual financial counseling in addition to NJCAEF's existing services for LMI families. In 2010, we expanded with the addition of our toll-free Consumer Health Helpline, which provides a wide range of education & referrals for uninsured & underinsured consumers. In 2014, NJCAEF launched a healthcare enrollment assistance program to connect vulnerable uninsured individuals and families to affordable healthcare coverage options. Most recently, NJCAEF launched a Financial Coaching Project for low- and moderate-income NJ families, and expanded our services as a HUD-designated Qualified Fair Housing Organization to include fair housing investigations of potential housing discrimination complaints across the state, in addition to providing fair housing education & outreach.

**Brief History of NJCAEF's Loan Counseling Service** The New Jersey Citizen Action Education Fund's (NJCAEF) Loan Counseling Service was created in November 1993. NJCAEF received its HUD certification in 1995 (*Note: our organization's HUD certification, which is attached, applies to both New Jersey Citizen Action and the NJCAEF. There is a master contract between the two organizations, accepted by HUD*). We follow all of the guidelines as set forth by the U.S. Department of Housing and Urban Development (HUD) in its Housing Counseling Handbook 7610.1. As a HUD-certified counseling and fair housing agency, NJCAEF has counseled over 38,000 clients, with 16,500 of our clients having purchased their first homes after completing our program. To complement our housing counseling service, as outlined above, NJCAEF also offers extensive outreach, support and financial education programs targeted to meet the needs of traditionally underserved communities. Our last biennial review took place at the end of 2019, and we received full re-certification for the next three years, through February 12, 2023. Our Program provides individual, one-on-one housing counseling services in English and Spanish for LMI renters, homebuyers, and homeowners in New Jersey. NJCAEF has three primary housing counseling offices across the state, as well as additional satellite offices that are available by appointment. All offices are accessible to individuals with disabilities and arrangements can always be made to counsel clients in alternative sites if accessibility is a problem. As indicated throughout this application, for purposes of the New Jersey Housing Counseling Program, NJCAEF will provide housing counseling services to individuals statewide in all 21 counties, for New Jersey homeowners living in all six regions as outlined in the RFQ. At this time, all services are being provided remotely – i.e., virtually and by phone. In the event the our HUD-certified housing counselors

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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resume in-person service provision, NJCAEF will maintain remote counseling services as an option for individuals who are unable to travel to one of our offices.

Two of our four Housing Counselors are bilingual in Spanish and English, as is our Bilingual Intake Coordinator who provides administrative support to this project. As indicated above, NJCAEF is actively recruiting one-two additional full-time housing counselors. The overall mission of NJCAEF's Housing Counseling Service is to provide free quality comprehensive housing counseling services to assist low- and moderate-income families in building and preserving assets, ensuring that all New Jerseyans have access to safe and affordable housing. Our housing counseling services include general credit counseling, and basic financial education, homeownership education and outreach, one-on-one individual counseling, referrals to affordable mortgage and/or down payment assistance programs. In addition to default counseling/foreclosure prevention counseling services, NJCAEF also provides counseling on pre-purchase, home improvement financing, counseling for victims of predatory mortgage lending, and Section 8-to-Homeownership counseling. As previously mentioned, over the years NJCAEF has counseled more than 38,000 individuals, of whom 16,500 have purchased homes.

**Level of Counseling for the Past Three Years:** As indicated above, the last 18 months have been unlike any other time in the history of our housing counseling program. In 2020, NJCAEF transitioned its housing counseling services from in-person to remote service provision, offering free comprehensive housing counseling services virtually and by phone for the first time in our organization's history. As part of this process, NJCAEF's IT vendor secured all staff laptops and computers, ensuring everyone had up-to-date anti-virus software and remote VPN access to our intra-organizational server. Virtual appointments have been provided through user-friendly platforms, including Google Meets and Zoom to ensure accessibility among clients, and client documentation is uploaded through secure platforms, with signatures verified through DocuSign. In addition to one-on-one pre-purchase and foreclosure prevention counseling services, NJCAEF expanded its housing counseling services to include rental counseling, connecting eligible tenants impacted by the pandemic to COVID-19 Emergency Rental Assistance Programs, and assisting them in the self-certification process to avoid eviction. Additionally, NJCAEF also coordinated more than 100 virtual webinars, covering the first-time homebuyer process, fair housing, avoiding scams and frauds, and COVID-19 housing protections and resources. In total, NJCAEF provided housing education, outreach and counseling services to 1,061 individuals across the state. In 2019, NJCAEF provided housing counseling education, outreach, and counseling to 1,026 individuals, and in 2018, NJCAEF provided housing education, outreach, and counseling services to 1,079 individuals. Unfortunately, the need for comprehensive foreclosure prevention counseling services will only increase in the months ahead as evidenced by the RFQ, as housing experts and advocates fear a looming tsunami of residential foreclosures once the eviction moratorium is lifted in November 2021.

4. ***Brief history or Resumes of each principal in the organization including counseling supervision experience or counseling experience within the past three years.*** *See attached resumes*

**New Jersey Citizen Action Education Fund's Statements of Qualifications:**  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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

As outlined above and throughout our application, NJCAEF is a statewide housing counseling agency that provides services to individuals and families in all 21 counties across the state. We have three primary housing counseling offices, as well as additional satellite offices that are available by appointment once NJCAEF resumes in-person service provision. All of our offices are accessible to individuals with disabilities, and alternate arrangements can be made to counsel clients at other sites or remotely if accessibility is an issue. For purposes of the New Jersey Housing Counseling Program, NJCAEF will provide comprehensive one-on-one housing counseling services to individuals statewide in all 21 counties, for New Jersey homeowners living in all six regions as outlined in the RFQ. At this time, all of NJCAEF's housing counseling services are being provided remotely – i.e., virtually and by phone.

***NJCAEF is currently coordinating all HUD-certified housing counseling services remotely, and serves individuals statewide in all 21 counties.*** The following is a list of the three primary locations for NJCAEF's Housing Counseling Services (note: because services are currently being provided remotely, Counselors at each of these locations can serve individuals in all six regions):

Location	Address	County
New Jersey Citizen Action Education Fund	The Hahne's Building 625 Broad Street, Suite 270 Newark, NJ 07102 Phone: (973) 643-8800 Fax: (973) 643-8100	Located in Essex, primarily serving Regions 1 and 2
New Jersey Citizen Action Education Fund	1040 North Kings Hwy Cherry Hill, NJ 08034 Phone: (732) 246-4772 Fax: (732) 214-8385	Located in Camden, primarily serving Regions 5 and 6
New Jersey Citizen Action Education Fund	75 Raritan Avenue, Suite 200 Highland Park, NJ 08904 Phone: (856) 966-3091 Fax: (856) 414-1054	Located in Middlesex, primarily serving Regions 3 and 4
<b>Toll-free hotline: 1 (800) NJ-OWNER (1-800-656-9637)</b>		

**As indicated above, for purposes of the New Jersey Housing Counseling Program, NJCAEF will provide housing counseling services to individuals statewide (all 21 counties), for distressed New Jersey homeowners living in all six regions as outlined in the RFQ.** Once again, all of NJCAEF's housing counseling services are currently being provided remotely – i.e., virtually and by phone. Once our HUD-certified housing counselors resume in-person service provision, NJCAEF will maintain remote counseling services as an option for individuals who are unable to travel to one of our offices.

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

As outlined above and throughout our application, NJCAEF has three primary housing counseling offices across the state in north, central, and southern New Jersey, as well as additional satellite offices that are available by appointment when NJCAEF resumes in-person service provision. All of our offices are accessible to individuals with disabilities, and alternate arrangements can be made to counsel clients at other sites or remotely if accessibility is an issue. For purposes of the New Jersey Housing Counseling Program, NJCAEF will provide comprehensive one-on-one housing counseling services to individuals statewide in all 21 counties, for New Jersey homeowners living in all six regions as outlined in the RFQ. While housing counselors in each of our offices can serve individuals from across the state, those Counselors based out of our North Jersey office will primarily serve homeowners in Regions 1 and 2; Counselors based out of our Central Jersey office will primarily serve homeowners in Regions 3 and 4, and Counselors based out of our South Jersey office will primarily serve homeowners in Regions 5 and 6.

At this time, all of NJCAEF's housing counseling services are being provided remotely – i.e., virtually and by phone. Given our remote service provision, NJCAEF will ensure that anyone applying for our services, and/or any referrals for foreclosure prevention counseling services as part of this program, are assigned to a Housing Counselor immediately upon intake. In the event the our HUD-certified housing counselors are able to safely resume in-person service provision, NJCAEF will maintain remote counseling services as an option for individuals who are unable to travel to one of our offices, thus ensuring that clients in every county in all six regions shall receive representation. Moreover, it should be noted that as a statewide provider of free direct services, NJCAEF has existing relationships with local community leaders, community-based organizations and other service providers, faith-based organizations, labor unions, and elected officials in every county across the state, ensuring our ability to promote our free services and raise awareness among homeowners regarding the availability of the New Jersey Housing Counseling Program. As previously indicated, NJCAEF currently has four full-time housing counselors and one full-time Bilingual Intake Coordinator on staff, with three of these five individuals fluent in both English and Spanish. NJCAEF is actively recruiting one-two additional full-time housing counselors, which will further ensure we have the capacity to provide services to homeowners across the state in all six regions.

***7. Evidence of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce successful outcome for a Client.***

With regard to our ability to negotiate with creditors and servicers, and lenders, NJCAEF has a long history of partnerships with financial institutions as a way of providing the most affordable programs and services to New Jersey homeowners and homebuyers. In fact, collaboration is critical to the success of our organization and free direct service programs, and whenever possible, we partner with the public and private sectors to maximize our outreach efforts and increase effectiveness. Over the years, NJCAEF has received funding from and been contracted by various local, state & federal government agencies, including the Internal Revenue Service, HUD, NJ Department of Community Affairs, NJ Housing Mortgage



***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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& Finance Agency (HMFA), Department of Banking & Insurance, NJ Office of Faith Based Initiatives, Essex County, and the cities of Newark and Jersey City to provide services to NJ's underserved communities. NJCAEF has also worked with government agencies to develop and implement special programs to respond to crises affecting the state, including the Great Recession and predatory mortgage lending, Hurricane Sandy, and currently COVID-19. With regard to the private sector, over the years NJCA and NJCAEF, in partnership with the Housing & Community Development Network of New Jersey, has negotiated Community Reinvestment Act (CRA) agreements with more than 45 financial institutions resulting in commitments of \$45 billion in below-market rate mortgages, discounted home improvement loans, construction & permanent financing for nonprofit affordable housing developers, and small business loans for women & minority-owned businesses. Together, these agreements seek to address the need for fair and equal access to credit and basic financial services among New Jersey's traditionally underserved communities, including low- and moderate-income and BIPOC communities.

In addition to these partnerships, NJCAEF has built close working relationships with social service providers, senior groups, community-based organizations, counseling agencies, labor unions, civil rights organizations, organizations representing individuals with disabilities, advocates for immigrants and individuals with Limited English Proficiency, Veterans' organizations, and women's groups, among others. Copies of our CRA agreements, affiliate organizations and other working partnerships are on file in our offices, and can be provided to NJHMFA upon request.

Finally as previously mentioned, all default and delinquency clients, including those who are victims of predatory lending, receive individual counseling to determine the cause of their delinquency. Once cause is determined, the Counselor assists the client in reaching the understanding of whether the setback is temporary or permanent. The counselor uses budgeting to determine the causes of any shortfalls. If the budget shows a correctable situation, the Counselor contacts the mortgage lender or servicer to assist in the negotiation of a forbearance agreement or recasting of the debt. Conversely, if the budget shows a permanent or irreparable situation the counselor goes over other options available to the client such as selling the property, applying for a deed-in-lieu of foreclosure, or applying for a pre-foreclosure sale. Once the client has chosen which option they would like to pursue the Counselor assists them in providing the necessary budgets and paperwork to go forward with resolving their delinquency. In the event that a Counselor determines that the client was the victim of a predatory mortgage lending or other fraud, NJCAEF assists the client in notifying HUD, the NJ Department of Banking and Insurance, and the NJ Division of Consumer Affairs.

**8. *Physical location of office(s):***

NJCAEF is a statewide housing counseling agency that provides services to individuals and families in all 21 counties across the state. We have three primary housing counseling offices, as well as additional satellite offices that are available by appointment once NJCAEF resumes in-person service provision. ***NJCAEF is currently coordinating all HUD-certified housing counseling services remotely, and serves individuals statewide in all 21 counties.*** The following is a list of the three primary locations for NJCAEF's Housing Counseling Services (note: because services are currently being provided remotely, Counselors at each of these locations can serve individuals in all six regions):

**New Jersey Citizen Action Education Fund's Statements of Qualifications:**  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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New Jersey Citizen Action Education Fund	75 Raritan Avenue, Suite 200 Highland Park, NJ 08904 Phone: (856) 966-3091 Fax: (856) 414-1054	Located in Middlesex, primarily serving Regions 3 and 4
<b>Toll-free hotline: 1 (800) NJ-OWNER (1-800-656-9637)</b>		

As indicated above, for purposes of the New Jersey Housing Counseling Program, NJCAEF will provide housing counseling services to individuals statewide (all 21 counties), for distressed New Jersey homeowners living in all six regions as outlined in the RFQ. Once again, all of NJCAEF's housing counseling services are currently being provided remotely – i.e., virtually and by phone. Once our HUD-certified housing counselors resume in-person service provision, NJCAEF will maintain remote counseling services as an option for individuals who are unable to travel to one of our offices.

**9. References:**

**Sharon Barker, CFRE (NJCAEF HUD intermediary)**  
**Vice President & COO**  
**Housing and Community Development Network of New Jersey**  
145 West Hanover Street  
Trenton, NJ 08618  
[REDACTED]  
[REDACTED]

**Lewis Hurd (local partner)**  
**Plainfield Housing Authority**  
510 East Front Street  
Plainfield, NJ 07060  
[REDACTED]  
[REDACTED]

***New Jersey Citizen Action Education Fund's Statements of Qualifications:***  
**5.0 Specific Submission Requirements for the New Jersey Housing Counseling Program**

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**Bernadette M. Muller** *(CRA partner, lender, and funder)*  
**Executive Vice President, Corporate Social Responsibility**  
**Valley Bank**  
1460 Valley Road  
Wayne, NJ 07470  
[REDACTED]  
[REDACTED]

**Etta Denk** *(CRA partner, lender, and funder)*  
**Senior Vice President**  
**Bank of America**  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Wanda I. Saez** *(CRA partner, lender, and funder)*  
**Senior Vice President, Social Impact & Sustainability Public Affairs**  
**Wells Fargo**  
302 Carnegie Center Blvd  
Princeton, NJ 08540  
[REDACTED]  
[REDACTED]  
[REDACTED]

Additional references are available upon request.

**10. Resumes of Experienced Counselors**

*See attached (Note: proof of individual housing counselor certification is provided with each Counselor resume)*



## HUD CERTIFICATE

### APPROVED HOUSING COUNSELING AGENCY

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

**NEW JERSEY CITIZEN ACTION (80765)**  
**625 Broad St Ste 270**  
**Newark, NJ 07102-4418**

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

Counseling:

- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling

Workshop:

- Pre-purchase Homebuyer Education Workshops

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Approval Start Date: **October 1, 2019**

Approval End Date: **February 12, 2023**

*Kisha J Wright*

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

## PHYLLIS SALOWE-KAYE

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### CAREER SUMMARY

Executive Director with more than 40 years experience working with non-profit organizations in developing public policy and organizing strategies.

Responsible for all aspects of staff performance, fundraising, financial and administrative matters.

Oversees the advocacy, lobbying and direct service empowerment programs for New Jersey's largest and most successful multi-issue membership-based consumer organization.

Oversees a staff of 40 and an annual budget of more than \$3 million.

### ACCOMPLISHMENTS

Conducted major fundraising campaigns using targeted donor solicitation, foundation funding, corporate donations, door-to-door canvassing and grassroots efforts to bring an organization with a \$250,000 deficit in 1987 to a position of financial stability with an annual budget today of more than \$3 million.

Testifies before legislative committees, lobbies at the State House and U.S. Capitol. Convenes lobby visits with elected and appointed officials.

Supervises the development and implementation of the organization's voter engagement, education, mobilization efforts, and endorsement process.

Negotiated more than 40 Community Reinvestment Act (CRA) agreements with almost all of New Jersey's largest banks (and some of the smallest ones), totaling more than \$40 billion in commitments for below-market rate mortgages, discounted home improvement loans, community and economic development loans, construction and permanent financing for affordable housing, and small business loans targeted to women and minorities. Negotiated four multi state Community Benefit Agreements in the past two years

Established Citizen Action's HUD-certified Housing & Foreclosure Counseling Service, a statewide program that counsels and prequalifies potential first-time homebuyers for affordable mortgage products. Over 37,000 people have participated in our HUD-certified Housing Counseling Program. Over 14,000 low- and moderate-income NJ residents have purchased homes through NJCA's Loan Counseling Service since 1995. Key achievements highlighting the success of these empowerment projects include the following: We provide free quality one-on-one foreclosure counseling to more than 1,000 homeowners each year, obtaining over \$40 million in foreclosure assistance for unemployed or underemployed homeowners facing foreclosure. We provide financial literacy and predatory lending education and outreach to 125 organizations each year, reaching over 5,000 people annually. NJCA provides financial education, first time homebuyer and foreclosure counseling, budget and credit coaching to over 13,000 families annually.

Developed Citizen Action's Economic Security Center, which serves low- and moderate-income residents by providing free tax preparation, in-person ACA enrollment assistance to connect uninsured individuals and families to affordable healthcare options made available to them by the Affordable Care Act, a toll free Consumer Health Helpline, and statewide financial and health care literacy and community education. In the past 12 years, more than 41,000 low-income workers have received free tax preparation through our Tax Centers, and over \$68.7 million in refunds, of which \$26.3 million is in state or federal EITC refunds.

Convener of the NJ Time to Care Coalition, which led the successful campaign to make New Jersey the second state in the country with Paid Family Leave Insurance, increased NJ's Minimum Wage, and passed statewide, earned paid sick days for workers.

## PROFESSIONAL EXPERIENCE

- 1987 – Present      **Executive Director, New Jersey Citizen Action**
- Executive Director of New Jersey's largest statewide progressive grassroots organization (membership over 60,000 families and over 120 affiliate organizations) that fights for social, racial, and economic justice for all. NJCA was formed in 1982 to address the vital issues of community and economic reinvestment, affordable healthcare and housing, soaring insurance and utility rates, fair taxes, jobs, toxic hazards, human rights and concerns affecting today's working families.
- 1985 – 1987      **Director, Ronald B. Atlas Tenant Resource Center, Essex County Dept. of Planning & Economic Development**
- 1983 – 1985      **Assistant Director, Ronald B. Atlas Tenant Resource Center, Essex County Dept. of Planning & Economic Development**
- Co-founder of Ronald B. Atlas Tenant Resource Center. Involved in the planning and implementation of the first Housing Receivership Program in Essex County to deal with deteriorated apartment buildings. Supervised attorney in the filing of lawsuits, which had county and statewide implications. Designed a "Tenant Leader Training School", which was a certified 8-week course in leadership development on housing and tenant issues. Supervised a staff of 6 tenant organizers.
- 1969 – 1978      **Teacher, Bergen Street School – 6th grade, Newark Board of Education**
- Member of the Newark Teachers Union, and one of the first 200 teachers to be arrested during the 1969 teachers' strike in the country.

## COMMUNITY INVOLVEMENT

- 2015 – Present      **Board Member, Peoples Action Institute**, a national organization of more than a million people in over 32 states.
- 2011 – Present      **Executive Board Member, NJ Working Families Alliance**
- 2008 – Present      **Board Member, Blue Wave NJ**
- 1975 – Present      **National Housing Institute**
- Founding Board member of nonprofit organization that focuses on issues affecting affordable housing and community development.
- 1972 – Present      **Shelterforce**
- Co-founder of Shelterforce, A 46 year old national housing publication, providing information on the law, community organizing and public policy for attorneys, community organizers and housing professionals. Responsible for article solicitation, marketing and editing.
- 2011 – 2015      **Board Member, Emerge NJ**
- 2010 – 2014      **Board Member, Family Values at Work**
- 1995 – 2000      **Social Action Committee, Temple Sharey Tefilo Israel, South Orange, NJ**
- 1978 – 2011      **New Jersey Tenants Organization**
- 1978 – 1992      President
- 1992 – 2000      Legislative Vice President
- 2000 – 2011      Board Member
- NJTO is a 50,000-member statewide tenant organization that provides organizing assistance and legal guidance to tenant organizations. Responsible for drafting and lobbying tenant

laws, the passage of rent control ordinances in 112 New Jersey municipalities, Condo/Coop conversion protection, Just cause eviction and foreclosure legislation.

1982 – 2004

**HANDS, Inc.**

Founding Board member and treasurer of local community-based neighborhood development corporation in Orange and East Orange that builds low/moderate income houses, identifies deteriorating properties and rehabilitates them in an effort to preserve and improve neighborhoods. Responsible for securing funding for units and recruiting and training potential buyers.

2000 – 2015

**USAction**

Founding board member of national progressive coalition working on issues such as healthcare and education. USAction provides a national voice for progressive values.

2005 – 2011

**Commissioner, New Jersey Public Broadcasting Authority**

1978 – 1981

**Trustee, New Jersey Teachers Pension and Annuity Fund**

**APPOINTMENTS**

2017	Appointed to the Housing Transition Team of NJ Governor Phil Murphy
2014	Appointed to the Transition Team of Newark Mayor-Elect Ras Baraka
2010	Appointed to the Federal Reserve Consumer Advisory Council
2008	Appointed to the Union County Foreclosure Task Force
2008	Appointed to the Newark/Essex Foreclosure Task Force
2007	Appointed to the statewide Urban Task Force for the NJ Department of Banking & Insurance
2007	Appointed to the Urban Task Force for the City of Newark/County of Essex
2007	Appointed by Governor Jon Corzine – Housing Policy Task Force
2006	Appointed by Governor Jon Corzine – Housing Transition Team
2004	Appointed by Governor James McGreevey – Commissioner, Public Broadcasting Authority
1986	Appointed by New Jersey Supreme Court Chief Justice Wilentz to a Task Force to review special section Superior Court, Tenant/Landlord Division
1984	Appointed by Governor Thomas Kean to State House Task Force
1978	Appointed by Governor Brendan Byrne to State Fire and Safety Study Commission
1978	Appointed by Governor Brendan Byrne as a Trustee, Teacher's Pension & Annuity Fund
1980	Appointed to the Essex County Women's Advisory Board by County Executive Peter Shapiro

**PUBLICATIONS**

2017	Executive Producer, 14-minute video entitled, "A Home of Her Own," which follows three Women first-time homebuyers through New Jersey Citizen Action's home buying process.
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**AWARDS &  
COMMENDATIONS**

2018	Community Service Award – Ironbound Community Corporation
2018	Achievement Award – Housing & Community Development Network of NJ
2016	Leaping into Action Award – New Jersey Community Land Trust
2016	Asbury Park High School Distinguished Alumni Hall of Fame
2016	"I Have a Dream" Martin Luther King Jr. Service Award – 2 <sup>nd</sup> Baptist Church
2014	Social Justice Champion Award – La Casa de Don Pedro
2012	Evangelina Menendez Trailblazer Award in honor of US Senator Robert Menendez' mother
2012	Friend of Labor Award – AFTNJ-AFL-CIO
2011	Shirley Chisholm Public Affairs Award – Assembly Speaker Sheila Oliver
2010	Community Service Award – NAACP NJ State Conference
2009	Lifetime Achievement Award – National Community Reinvestment Coalition
2009	Lifetime Achievement Award – Women's History Month, Essex County Board of Chosen Freeholders
2005	Community Leadership Award – HANDS, Inc.

2005	Activist of the Year – New Jersey Work Environment Council
2003	Leadership Award – Outstanding Activist – USAction
2001	Leadership Award – New Jersey Black Ministers Council
1999	Civil Justice Award – New Jersey Consumers for Civil Justice
1997	Service Award – HANDS, Inc.
1996	Equal Justice Medal – Legal Services of New Jersey
1995	Ann Klein Advocate Award – New Jersey Community Health Law Project
1995	Community Action Award – Paterson Task Force for Community Action
1995	Citizen Advocacy Award –NAACP NJ State Conference
1986	Ronald B. Atlas Memorial Award – New Jersey Tenants Organization

<b>EDUCATION</b>	B.S., Boston University, Boston, MA – 1969
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<b>PERSONAL</b>	Married 44 years with 2 children and 3 grandchildren.
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<b>REFERENCES</b>	<i>Available on Request</i>
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**THERESA A. DEMPEWOLF**

**Employment:**

**NEW JERSEY CITIZEN ACTION EDUCATION FUND, Highland Park, NJ**

*Director of Empowerment Projects and Finance (Previously Finance Director) (1992- Present)*

With more than 20 years experience in office and financial administration of for-profit and non-profit corporations, responsible for insuring compliance with financial requirements of all funding sources, oversee budgets, cash flow, annual audit and taxes, and produce financial statements for both New Jersey Citizen Action and Citizen Policy & Education Fund of New Jersey. Supervise administrative staff and oversees Loan Counseling Service. Negotiate all leases and business agreements with vendors and financial institution; assist in fundraising and grant reporting.

**YUGO AMERICA, INC., Upper Saddle River, NJ**

*Accounting Supervisor (1990- 1992)*

Supervise accounting staff for this automotive importer. Coordinate preparation of financial statements utilizing Lawson accounting packages on an IBM System 38. Assist independent auditors with annual audit. Act as primary signatory on company cash accounts. Formulate departmental budgets including acting as liaison between accounting and departmental directors. Issue monthly variance reports for budget to actual and monitor budgetary controls. Report directly to Chief Financial Officer.

*Staff Accountant (1989- 1990)*

Prepared journal entries and posted to general ledger. Handled all cash accounting including bank reconciliations and issuance of daily management reports as well as maintaining electronic wire transfer system. Prepared state sales and excise tax returns. Handled payroll and payroll tax reporting through Control Data payroll service. Issued various management reports and analysis with Lotus 1-2-3 on an IBM PS/2 personal computer.

**ELLESSE USA, New York, NY**

*Senior Accountant (1988- 1989)*

Coordinated all daily, weekly and monthly accounting functions for this clothing manufacturer, which included supervising support personnel, preparing financial reports and statements, administering the company's benefit and insurance plans and preparing monthly, quarterly and yearly tax returns.

**NEW JERSEY CITIZEN ACTION, Hackensack, NJ**

*Financial Manager (1984- 1988)*

Recruited to update delinquent financial records and formulate annual budget. Prepare monthly performance report (including analysis of variance to budget and prior year), and monthly/year-end reporting packages. Formulated cash flow analysis, annual budget and long range plan, quarterly payroll tax forms and year-end tax return. Interfaced with independent auditors at year-end audit. Designed and implemented new policies and procedures to prevent discovered employee theft, as well as monitor gross revenues on weekly (rather than monthly) basis. Program pinpointed problem areas in a timely fashion to avoid lost dollar volume.

*Office Manager (1982- 1983)*

Recruited, trained and supervised office personnel as well as served as fundraiser which accounted for 15% of net budget. Established financial records and computerized accounting system in conjunction with Financial Manager. Initiated heating oil coop that covered 90% of New Jersey in first year of operation (vs. 25% goal) as well as served as major fund raising venture. Negotiated contracts with oil companies for oil and service and set up and implemented marketing program with TV, newspaper and presentations.

**SHAW, PITTMAN, POTTS & TROWBRIDGE, Washington, D.C.**

*Accountant (1986- 1987)*

Held responsibility for 63 professional corporations at this law firm. Maintained general ledgers and financial statements and prepared quarterly payroll tax forms. Assisted independent auditors with year-end tax returns, monitored marketable security accounts and prepared pension contributions.

**Education:**

**FAIRLEIGH DICKENSON UNIVERSITY, Teaneck, NJ**

M.B.A. (candidate) in Accounting

**QUINNIPIAC COLLEGE, Hamden, CT**

Bachelors of Science in Business Administration (1982); Graduated with Honors

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**EXPERIENCE**

**Director, Loan Counseling and Loss Mitigation, New Jersey Citizen Action, Newark, NJ**

**9/04 - Present**

Under the direction of Dir. of Finance & Empowerment, supervises NJCA Loan Counselors and Mediation Specialists in development, training & implementation of loan counseling & crisis/default counseling services. Works with the Attorney General's office, NJ Housing & Mortgage Finance Agency, Legal Services of NJ, Office of the Public Advocate, Dept of Banking & Insurance, & the Judiciary to implement the Office of the Courts Foreclosure Mediation Program (OFCM). Also works with NJ HMFA to oversee counseling for the NJ HomeKeeper Program. Oversees all Foreclosure and Loss Mitigation Specialists to ensure clients receive assistance on housing and credit options, that the best options are pursued, & that counselors evaluate source of client's mortgage problem, and that clients are referred for qualified legal assistance for possible predatory/fraudulent lending practices.

**Responsibilities:**

- Supervise all aspects of NJCA's Loan Counseling and Loss Mitigation Service – staff dvpt, training and implementation.
- Assist Loss Mitigation staff with developing loss mitigation strategies in conjunction with each client.
- Review Foreclosure Mediation Financial Worksheets and Mediation Recommendation Statements for all OFCM clients.
- Attend mediation conferences as scheduled by the Office of the Courts Foreclosure Mediation Program.
- Assess client eligibility for special foreclosure prevention programs (e.g. National Community Reinvestment Coalition's Consumer Rescue Fund, NJ Housing & Mortgage Finance Agency's Foreclosure Prevention and Asset Preservation Program and/or NJHMFA's MAP Program, national HOPE for Homeowners (H4H) program, Making Home Affordable, and any other programs offered by partnering financial institutions and/or federal, state and local government agencies).
- Ensure client guidelines for loss mitigation activities are adhered to.
- Design and maintain databases to track statistics on counseling programs, and administer client management system (HCO).
- Conduct monthly staff training on new bank products, rescue programs, loan scams with job-specific training for all positions
- Write proposals for counseling grants including HUD; NJ Housing & Mortgage Finance Agency; Community Development Block Grants (Newark and Essex County); and the City of Newark.
- Track ongoing statistics of all counseling clients and produces monthly, quarterly and annual statistical reports for HUD; NJ HMFA (Hope Hotline Referral and Mediation Programs); NeighborWorks America/HANDS; Local Housing Authorities; and participating lenders.
- Monitor number of mortgages and evaluate whether or not we are reaching goals per bank.
- Develop, produce and update all Loan Counseling and Crisis Counseling curriculums with new programs, loan scams, etc.
- Produce and disseminate all loan counseling related information and materials including client handbooks, budgets, intake sheets and completed mortgage and home improvement loan applications.
- Participate/attend outside meetings with funders and collaborators
- Opening and manage of all Loan Counseling offices, and coordinate office scheduling.
- Act as a liaison between clients and banking representatives – assist in development of new CRA agreements and funding.
- Develop and participate in teaching seminars and marketing programs of Loan Counseling Service through contact with community based organizations and community housing fairs.

**Manager, New Jersey Immigration Policy Network, Newark, NJ**

**6/02 –9/04**

**Associate/Housing Representative, Catholic Community Services/New Ark Housing Corp,**

**12/81 – 4/02**

**EDUCATION: New Jersey City University, Jersey City, NJ      Major: Marketing- June, 2002**

**ADDITIONAL TRAININGS**

**2017:** NCHEC Certification in Foreclosure Intervention & Default Counseling (renewal)

**2017:** NCHEC Certification in Pre-Purchase Homeownership Education (renewal)

**2017:** Post Purchase Education Methods

**2016:** NCHEC Certification in Financial Capability

**2015:** NCHEC Certification in Homeownership Counseling (renewal)

**2015:** Building Competency for HUD Housing Counseling Certification

**2013:** Client Management and Tracking with CounselorMax, Advanced Reporting and Customization

**2012:** Making Home Affordable: A Breakdown of Components

**2012:** Transitioning Consumers: Counseling Client to Take the Next Step

**2012:** Counseling Clients Seeking Rental Housing

**2011:** NCHEC Certification in Foreclosure Intervention & Default Counseling (renewal)

**2011:** Financial Coaching: Helping Clients Reach Their Goals

**2011:** Delivering Effective Financial Education for Today's Consumer

**2010:** Neighborworks -Counseling Buyers of REO Properties

**2009:** NCHEC Certification in Pre-Purchase Homeownership Education

**2008:** NCHEC Certification in Foreclosure Intervention & Default Counseling; HUD 2008 FHA National Hope for Homeowners Training Conference; NeighborWorks - Advanced Foreclosure: Case Study Practicum; NeighborWorks – Counseling the Homeless and Those At Risk of Becoming Homeless and NeighborWorks – Effective Group and Telephone Foreclosure Counseling Strategies

***Full-time Foreclosure and Loss Mitigation Specialist***

Under the direction of the Loan Counseling Director, the Foreclosure and Loss Mitigation Specialist provides assistance to crisis clients on their housing and credit options and pursues the best of those options, evaluates the source of their mortgage problem, provides referrals to qualified legal assistance in the case of possible predatory or incorrect lending practices, and serves as an advocate for clients with servicers and/or lenders. In addition, the Specialist reviews and advises loan counselors on difficult crisis cases and make recommendations to them. The Specialist will also provide one to one counseling on credit repair, budgeting and mortgage prequalification to first time homebuyers, participate in banking and housing seminars, and participate/attend outside meetings with funders and collaborators. The Foreclosure and Loss Mitigation Specialist is also responsible for maintaining records, gathering and producing progress reports on clients, act as a liaison between clients and bank representatives, marketing mortgage and home improvement loan counseling and NJCA through community organization outreach.

**Duties:**

- Screens client documents for legal issues, such as predatory or improper lending practices and refer to legal services as appropriate.
- Conducts an in-depth examination of mortgage documents and budgetary information.
- Negotiates with servicer and/or lender on client's behalf to obtain loan modifications or other adjustments that permit the client to remain in the home, or where this is not possible, to reach the best possible credit and equity outcome for the resident.
- Tracks client information and produces summary report on client outcomes and status.
- Reviews and advises loan counselors on difficult crisis cases and make recommendations.
- Participates/attend outside meetings with funders and collaborators
- Counsels first time homebuyers in credit repair, budgeting, home purchase and mortgage process.
- Counsels homeowners with mortgages in arrears to develop and implement strategies to bring loans current and to prevent home loss.
- Acts as a liaison between NJCA mortgage ready clients or home improvement loan clients and participating lenders to facilitate the loan process.
- Develops and participates in teaching seminars on all aspects of the Loan Counseling Service at bank and community housing events.
- Maintains and supervises long and short-term client counseling plans.
- Maintains and updates client files on client management system (Home Counselor Online) and provides Loan Counseling Director with appropriate client data to generate reports.
- Identifies, targets and markets to community-based organizations within a given area.
- Attends and supports NJCA events.
- Other related duties.

2002-2007      Option One Mortgage Corp  
Account Manager/Account Executive

1994-2002      CitiFinancial Mortgage  
Account Manager

1992-1994      Avco Financial Services  
Processor

1986-1991      GE Capital  
Processor/Manager

**2020: HUD Certified Counselor Certification****2017: NCHCEC Certification in Foreclosure Intervention & Default Counseling (renewal)****2015: Building Skills for Financial Confidence****2015: Counseling Clients Seeking Rental Assistance****2015: Building Competency for HUD Housing Counseling Certification****2013: Making Home Affordable: A Breakdown of Components****Trainings:** **2011: NCHCEC Certification in Foreclosure Intervention & Default Counseling****2011: NeighborWorks - Advanced Foreclosure: Case Study Practicum****2010: NeighborWorks – Foreclosure Intervention & Default Counseling Certification**

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# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**SANDRA LAMBE**  
of  
**NEW JERSEY CITIZEN ACTION**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: January 13, 2020

Agency HCS ID: 80765

Housing Counselor ID: YQJQ06

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

**11/2011 – PRESENT      New Jersey Citizen Action**

***Full-time Loan Counselor/Foreclosure and Loss Mitigation Specialist***

Under the direction of the Loan Counseling Director, the Foreclosure and Loss Mitigation Specialist provides assistance to crisis clients on their housing and credit options and pursues the best of those options, evaluates the source of their mortgage problem, provides referrals to qualified legal assistance in the case of possible predatory or incorrect lending practices, and serves as an advocate for clients with servicers and/or lenders. In addition, the Specialist reviews and advises loan counselors on difficult crisis cases and make recommendations to them. The Specialist will also provide one to one counseling on credit repair, budgeting and mortgage prequalification to first time homebuyers, participate in banking and housing seminars, and participate/attend outside meetings with funders and collaborators. The Foreclosure and Loss Mitigation Specialist is also responsible for maintaining records, gathering and producing progress reports on clients, act as a liaison between clients and bank representatives, marketing mortgage and home improvement loan counseling and NJCA through community organization outreach.

**Duties:**

- Screens client documents for legal issues, such as predatory or improper lending practices and refer to legal services as appropriate.
- Conducts an in-depth examination of mortgage documents and budgetary information.
- Negotiates with servicer and/or lender on client's behalf to obtain loan modifications or other adjustments that permit the client to remain in the home, or where this is not possible, to reach the best possible credit and equity outcome for the resident.
- Tracks client information and produces summary report on client outcomes and status.
- Participates/attend outside meetings with funders and collaborators
- Counsels first time homebuyers in credit repair, budgeting, home purchase and mortgage process.
- Counsels homeowners with mortgages in arrears to develop and implement strategies to bring loans current and to prevent home loss.
- Acts as a liaison between NJCA mortgage ready clients or home improvement loan clients and participating lenders to facilitate the loan process.
- Develops and participates in teaching seminars on all aspects of the Loan Counseling Service at bank and community housing events.
- Maintains and supervises long and short-term client counseling plans.
- Maintains and updates client files on client management system (Home Counselor Online) and provides Loan Counseling Director with appropriate client data to generate reports.
- Identifies, targets and markets to community-based organizations within a given area.
- Attends and supports NJCA events.
- Other related duties.

**Bergen County Community Action Partnership (11/09 to 7/1/2011)**

Position: Credit Counselor & Home Foreclosure Counselor & Case Manager and VITA Site Coordinator

Counseled consumers to manage and control their debt load. Educated and counseled consumers about the pitfalls of accumulating too much debt and how to get and repair credit reports. Assisted consumers to qualify for various types of loans (credit card, car, personal, first & second mortgages). Guided consumers in completing proper paperwork to avoid foreclosure and obtain mortgage modifications on their current mortgages.

**Affinity Federal Credit Union, Bedminster, New Jersey (8/98 to 11/09)**

Position: Credit Counselor/Loan Advisor & Customer Service Representative

Counseled consumers to manage and control their debt load. Educated and counseled consumers about the pitfalls of accumulating too much debt and how to get and repair credit reports. Assisted consumers to qualify for various loans (credit card, car, personal, mortgages).

**EDUCATION & CERTIFICATIONS**

**B.S. Business Administration** – Bloomfield College, Bloomfield, New Jersey

**2020: HUD Certified Counselor Certification**

**2016: NCHEC Certification for Foreclosure Intervention & Default Counseling (renewal)**

**2016: NCHEC Certification in Financial Capability**

**2016: NCHEC Certification in Post Purchase Homeownership Education**

**2016: NCHEC Certification in Homeownership Education (renewal)**

**Certified Credit Counselor from Counselors Training Certification (CTC) & National Credit Union Association (NCUA)**



# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**DIANE MCMAHON**  
of  
**NEW JERSEY CITIZEN ACTION**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: July 30, 2020

Agency HCS ID: 80765

Housing Counselor ID: CI9HCS

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

**PROFESSIONAL EXPERIENCE:**

**6/2015 – PRESENT      New Jersey Citizen Action**

***Full-time Bilingual Loan Counselor/Foreclosure and Loss Mitigation Specialist***

Under the direction of the Loan Counseling Director, the Foreclosure and Loss Mitigation Specialist provides assistance to crisis clients on their housing and credit options and pursues the best of those options, evaluates the source of their mortgage problem, provides referrals to qualified legal assistance in the case of possible predatory or incorrect lending practices, and serves as an advocate for clients with servicers and/or lenders. In addition, the Specialist reviews and advises loan counselors on difficult crisis cases and make recommendations to them. The Specialist will also provide one to one counseling on credit repair, budgeting and mortgage prequalification to first time homebuyers, participate in banking and housing seminars, and participate/attend outside meetings with funders and collaborators. The Foreclosure and Loss Mitigation Specialist is also responsible for maintaining records, gathering and producing progress reports on clients, act as a liaison between clients and bank representatives, marketing mortgage and home improvement loan counseling and NJCA through community organization outreach.

**Duties:**

- Screens client documents for legal issues, such as predatory or improper lending practices and refer to legal services as appropriate.
- Conducts an in-depth examination of mortgage documents and budgetary information.
- Negotiates with servicer and/or lender on client's behalf to obtain loan modifications or other adjustments that permit the client to remain in the home, or where this is not possible, to reach the best possible credit and equity outcome for the resident.
- Tracks client information and produces summary report on client outcomes and status.
- Participates/attend outside meetings with funders and collaborators
- Counsels first time homebuyers in credit repair, budgeting, home purchase and mortgage process.
- Counsels homeowners with mortgages in arrears to develop and implement strategies to bring loans current and to prevent home loss.
- Acts as a liaison between NJCA mortgage ready clients or home improvement loan clients and participating lenders to facilitate the loan process.
- Develops and participates in teaching seminars on all aspects of the Loan Counseling Service at bank and community housing events.
- Maintains and supervises long and short-term client counseling plans.
- Maintains and updates client files on client management system (Home Counselor Online) and provides Loan Counseling Director with appropriate client data to generate reports.
- Identifies, targets and markets to community-based organizations within a given area.
- Attends and supports NJCA events.
- Other related duties.

**February 2009 – 2015      New Jersey Citizen Action**

***Bilingual Loss Mitigation Reporting Assistant***

Assist in producing reports for HMFA, HUD, NeighborWorks, and general grant reports. Assist Director in keeping log of all NJJFMP Mediation clients, monitor court dates and schedules for counselors. Process court package after Director's review. General clerical responsibilities to include typing of routine correspondence, filing, and answering phones. Assist Intake Coordinator with entering loan counseling intake applications into HCO system. Participate in all NJCA events.

***Customer Service/Data Entry***

2007-2008 Summit Transportation, Secaucus, NJ

***Customer Servicer/Billing Representative***

2003-2006 Armanti Financial Services, Bloomfield, NJ

***Office Manager/Collections Officer***

1996-2002 Adecco Employment Services, Jersey City, NJ

***Office Clerk***

1994-1996 Adia Personal Services, Jersey City, NJ

**Education**

ELA Administrative Institute Studies in bilingual administration – Lima, Peru 1985-1988

Challenger Travel Agency Institute – Travel Agent License – Lima, Peru 1989-1991

IPC Instituto Peruano de Computacion – Computer Administration – Lima, Peru 1990-1992

**2020: HUD Certified Counselor Certification**

**2017: NCHCE Certification in Foreclosure Intervention & Default Counseling**

**2016: NCHCE Certification in Pre-Purchase Homeownership Education**





# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**JESSICA ZEVALLOS**  
of  
**NEW JERSEY CITIZEN ACTION**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 21, 2020

Agency HCS ID: 80765

Housing Counselor ID: LR8758

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**



**PROFESSIONAL EXPERIENCE:**

**2/2016 – PRESENT      New Jersey Citizen Action**

***Full-time Bilingual Loan Counselor/Foreclosure and Loss Mitigation Specialist***

Under the direction of the Loan Counseling Director, the Foreclosure and Loss Mitigation Specialist provides assistance to crisis clients on their housing and credit options and pursues the best of those options, evaluates the source of their mortgage problem, provides referrals to qualified legal assistance in the case of possible predatory or incorrect lending practices, and serves as an advocate for clients with servicers and/or lenders. In addition, the Specialist reviews and advises loan counselors on difficult crisis cases and make recommendations to them. The Specialist will also provide one to one counseling on credit repair, budgeting and mortgage prequalification to first time homebuyers, participate in banking and housing seminars, and participate/attend outside meetings with funders and collaborators. The Foreclosure and Loss Mitigation Specialist is also responsible for maintaining records, gathering and producing progress reports on clients, act as a liaison between clients and bank representatives, marketing mortgage and home improvement loan counseling and NJCA through community organization outreach.

**Duties:**

- Screens client documents for legal issues, such as predatory or improper lending practices and refer to legal services as appropriate.
- Conducts an in-depth examination of mortgage documents and budgetary information.
- Negotiates with servicer and/or lender on client's behalf to obtain loan modifications or other adjustments that permit the client to remain in the home, or where this is not possible, to reach the best possible credit and equity outcome for the resident.
- Tracks client information and produces summary report on client outcomes and status.
- Participates/attend outside meetings with funders and collaborators
- Counsels first time homebuyers in credit repair, budgeting, home purchase and mortgage process.
- Counsels homeowners with mortgages in arrears to develop and implement strategies to bring loans current and to prevent home loss.
- Acts as a liaison between NJCA mortgage ready clients or home improvement loan clients and participating lenders to facilitate the loan process.
- Develops and participates in teaching seminars on all aspects of the Loan Counseling Service at bank and community housing events.
- Maintains and supervises long and short-term client counseling plans.
- Maintains and updates client files on client management system (Home Counselor Online) and provides Loan Counseling Director with appropriate client data to generate reports.
- Identifies, targets and markets to community-based organizations within a given area.
- Attends and supports NJCA events.
- Other related duties.

**February 7/2015 – 2/2016      New Jersey Citizen Action**

***Bilingual Loss Mitigation Reporting Assistant***

Assist in producing reports for HMFA, HUD, NeighborWorks, and general grant reports. Assist Director in keeping log of all NJJFMP Mediation clients, monitor court dates and schedules for counselors. Process court package after Director's review. General clerical responsibilities to include typing of routine correspondence, filing, and answering phones. Assist Intake Coordinator with entering loan counseling intake applications into HCO system. Participate in all NJCA events.

**Assistant Event Coordinator, Jobson Healthcare Information New York, NY —  
2015 - 6/2015**

**Operations Coordinator, Pulmonary and Allergy Associates Summit, NJ —  
3/2011 - 1/2015**

**Medical Assistant, Pulmonary and Allergy Associates Summit, NJ —  
1/2008 - 3/2011**

Gibbs College, Medical Assistant — 2006-2008 3.97 GPA

Mercer County College, Business Certificate — 2005, 4.0 GPA, qualifying for the President's list

**2020: HUD Certified Counselor Certification**

**2017: NCHC Certification in Foreclosure Intervention & Default Counseling**

**2016: NCHC Certification in Pre-Purchase Homeownership Education**



# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**OSCAR HERNANDEZ**  
of  
**NEW JERSEY CITIZEN ACTION**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: January 13, 2020

Agency HCS ID: 80765

Housing Counselor ID: IQWXK6

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

**PROFESSIONAL EXPERIENCE:**

**2/2016 – PRESENT      New Jersey Citizen Action**

***Bilingual Office Administrator***

Under the direction of the Director of Loan Counseling & Loss Mitigation, the Office Administrator is responsible for providing administrative support to NJCA Managers and the entire Newark office, as needed.

**Duties:**

- Answers public inquiries in a courteous and professional manner, including inquiries from partners, elected officials, reporters, donors, funders, clients, members, and the general public.
- Maintains office equipment, supplies, brochures, & vendor relationships for NJCA's Newark Office.
- Helps set up new Newark employees with email, voicemail, security ID cards, and computer set-up.
- Updates and maintains Newark phone system (i.e., agency voicemail message, special event messages, and phone list) and phone extension lists, and handles computer-related issues by contacting designated computer vendor or appropriate staff point person to arrange for support.
- Handles inter-office correspondence, including relaying messages or mail to appropriate staff.
- Prepares/sends correspondence, including NJCA's Board and Affiliates, and makes telephone calls on behalf of the Executive Director, including confirmation/reminder calls or notices, professional letters, emails, and email blasts.
- Provides support for Managers and their meetings (i.e., prepares packets, makes confirmation/reminder calls, orders refreshments, books venues, etc.).
- Tracks Executive Director time sheets (i.e., PAC, ELEC, lobbying, EF, grants, etc.), expenses, check requests, and meeting or event registrations.
- Maintains and updates Board and Affiliate lists, informing staff of changes
- Maintains and updates Fund EZ Development database with donor and donation information, tracks donation performance for specific fundraising appeals, and generates project-specific donor reports.
- Works with Managers to track departmental expenses and revenue, maintaining relevant check copies and appropriate back-up information.
- Maintains communication with donors regarding turnout for fundraising events, collections on pledges made, processing of credit card payments, and follow-up/thank you letters for contributions.
- Assists with development direct mail appeals.
- Maintains, researches, and updates organizational contacts and databases, including internal donor database (i.e., FEZ), Legislative databases, and community/partner contact databases.
- Enters loan counseling applications into HCO system, processing applications and routing them to appropriate counselors/offices.
- Manages and responds to general emails and inquiries regarding NJCA's Loan Counseling Services, as well as general messages on the 800 number, returning phone calls, emails, and/or sending out applications to prospective clients where appropriate.
- Tracks and records membership fees, credit report fees, and/or general donations, and conducts monthly reconciliation of fees (i.e., compares clients to CIS billing statements).
- Assists Managers with reporting and audits, including tracking special projects.
- Prepares folders for counseling events/workshops.
- Assists counselors in client documentation maintenance, including maintaining files for previous counselors and transferring cases as per inquiries from clients

**Siaйда Transportation Services LLC, Newark, New Jersey, Freight Analyst, 2011-2015**

**Spa Lady Fitness Center, West Orange – Office Assistant, 2007-2008**

**Township of West Orange, West Orange, NJ - Office Assistant, 2008**

**Education:**

Gibbs College, Livingston, NJ - AS in Business Administration, 2008

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**EXHIBIT A**

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

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

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

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

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

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

## **EXHIBIT A (Cont.)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CONT'D**  
**COST SHEET - EXHIBIT H**

**Although, a bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in the defined regions.**

Please provide a check in the box next to the region(s) in which you are bidding on.

Region Number	Regions	Service to the Region
1.	Bergen, Hudson, Passaic and Sussex	<b>X</b>
2.	Essex, Morris, Union and Warren	<b>X</b>
3.	Hunterdon Middlesex and Somerset	<b>X</b>
4.	Mercer, Monmouth and Ocean	<b>X</b>
5.	Burlington, Camden and Gloucester	<b>X</b>
6.	Atlantic, Cape May, Cumberland and Salem	<b>X</b>

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Bidder signifies that the RFQ and the responsive submission constitutes a Contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the Contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

New Jersey Citizen Action Education Fund, Inc.

Name of Firm (Please print or type)



Phone Number

Phyllis Salowe-Kaye

Name (Please print or type)

Signature



August 16, 2021

Date

625 Broad Street, Suite 270 / Newark, NJ 07102

Address

(973) 643-8100

Fax Number

Executive Director

Title

E-mail



# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

### STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### **VI. COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required



certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Accepted: \_\_\_\_\_ *Phyllis Salowe-Kaye* \_\_\_\_\_ Date: August 16, 2021

Print Name and Title: Phyllis Salowe-Kaye, Executive Director

Prahd

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **18th day of October 2021** by and between **PRAHD** whose address is 100 First Street, Perth Amboy, NJ 08861 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **PRAHD** dated **August 26, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **PRAHD** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **PRAHD** has submitted the Certificate of Employee Information Report and;

**WHEREAS**, the Agency desires to enter into this Agreement with **PRAHD** to provide **The New Jersey Housing Counseling Program**;

**NOW THEREFORE**, for good and valuable consideration the parties to this Agreement hereby agree as follows:

1. **PRAHD** performs the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **PRAHD** made in its Proposal (Exhibit B). All services performed by **PRAHD** shall be deemed "works for hire" and **PRAHD** shall claim no ownership right, title or interest in any work accomplished for the Agency. All work to be performed pursuant to this Agreement is subject to all terms set forth in the RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to lowest ranking): 1) the RFQ (Exhibit A); 2) the Proposal, (Exhibit B). **PRAHD** must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, **PRAHD** must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).
3. In return for the services provided by **PRAHD**, the Agency shall compensate **PRAHD** in accordance with the rates presented in **PRAHD's** Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **PRAHD** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.

4. This contract for **The New Jersey Housing Counseling Program** will be for a period of a three (3) years beginning on the date of this Agreement. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

**IN WITNESS WHEREOF, PRAHD** and the Agency have executed this Agreement to be effective the day and year first written above.

**New Jersey Housing and  
Mortgage Finance Agency**

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: October 27, 2021

**PRAHD**

By: Kim V. Ruiz

Name: KIM V. RUIZ

Title: EXECUTIVE DIRECTOR

Date: 10-25-2021

## EXHIBIT LIST

- Exhibit A- Agency's Request for Proposal dated **August 10, 2021**
- Exhibit B- **PRAHD's** Proposal dated **August 26, 2021**



## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement
RFP SECTION 5.0 SPECIFIC SUBMISSION REQUIREMENTS	File Type: PDF (.pdf)	Multiple	Required
EXHIBITS A - G	File Type: PDF (.pdf)	1	Required
EXHIBIT H - COST SHEET	File Type: PDF (.pdf)	1	Required
EXHIBITS I - J	File Type: PDF (.pdf)	1	Required
ADDITIONAL ATTACHMENTS (OPTIONAL)	File Type: PDF (.pdf)	Multiple	Optional
How did you hear about this bid opportunity?	Data Type: Text	N/A	Required

#### Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	9314	Community and social services	
UNSPSC	80101504	Strategic planning consultation services	

#### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

#### Requested Data:

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the Bonfire Help Center.



HEADQUARTERS  
Raul Yzaguirre Building  
1126 16th Street NW, Suite 600  
Washington, DC 20036-4845

☎ 202.785.1670  
📠 202.776.1792  
🌐 [unidosus.org](http://unidosus.org)

August 26, 2021

Dr. Kim V. Ruiz, Esq., CEO  
Puerto Rican Association for Human Development  
100 First Street  
Perth Amboy, NJ 08861

Dear Ms. Ruiz,

This letter certifies Puerto Rican Association for Human Development (PRAHD), as a HUD-Approved Housing Counseling Agency, for the period of performance starting October 1, 2020 and ending September 30, 2021 under UnidosUS's HUD Intermediary status. Go to [www.hud.gov](http://www.hud.gov) to locate your designation as a HUD-approved agency.

UnidosUS, formerly known as NCLR (National Council of La Raza), is the nation's largest Latino civil rights and advocacy organization working to improve opportunities for Hispanic Americans. Since our founding in 1968, we have contributed to a stronger America by elevating the voice of Latinos and defending and advancing our community's concerns. Throughout our unique combination of research, advocacy, programs, and a national network of nearly 300 community-based Affiliate organizations across the country, we simultaneously challenge the social economic, and political barriers that affect Latinos in the United States.

The UnidosUS Wealth and Housing Alliance (UWHA) is composed of 46 affiliated community-based organizations that receive grant funding through UnidosUS's HUD intermediary status and other sources in order to provide financial and homeownership counseling to Latino communities in 27 states across the country and the U.S. territory of Puerto Rico. Each affiliate is an independent 501(c)(3) organization and is selected for incorporation based on its ability to implement our homeownership program model, organizational infrastructure, and client demand for bilingual, bicultural services in the community.

I wish you every success with your program.

Sincerely,

Jorge Rivera  
UnidosUS  
UWHA Program Manager  
Cc: Lot Diaz

**All Bidders responding to this RFQ must provide the items listed below in a concise format, numbered and organized in the following order:**

1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder;

PRAHD'S description of Default Mitigation and foreclosure counseling is as follows:

- Upon inquiry via telephone or email, the client is provided an intake packet with a list of items necessary for processing and required for the first appointment
- first appointment will consist of assessment of desired outcome
- collection of all documentation signed by applicant
- RMA provided and filled out with client for proper documentation to the servicer
- a crisis budget will be prepared to help client identify financial pitfalls and areas of improvement.
- submission of all documentation to the servicer
- follow up with the servicer for receipt of all documentation
- follow up in two weeks with servicer for status on request

Will also add an attachment with our Triage process for foreclosure counseling.

2. A copy of Bidder's HUD certification or other proof of good standing with HUD;  
Please see attachment
3. A brief history of the Bidder, including the level of counseling activity during the past three years;

**PRAHD-HOUSING PROGRAM-** The Puerto Rican Association for Human Development (PRAHD) in Perth Amboy, NJ addresses unmet housing needs for low to moderate income individuals throughout Middlesex County and surrounding counties. PRAHD's outreach activities consists of Financial Literacy and First Time Homebuyers workshops, as well as, Foreclosure Counseling sessions & Rental Counseling, as part of its services. PRAHD is a HUD-Certified Counseling Agency located in Perth Amboy NJ with bilingual capability (English/Spanish) to address the economic independence needs of diverse communities and provides a variety of financial services to the communities of Middlesex County and surrounding areas.

4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years;  
Please see attachments-see resumes
5. Description of geographical areas by city and county served by the Bidder;  
PRAHD is located in Middlesex county, we would be serving the surrounding counties when needed which include,  
Somerset, Essex, Union, Warren, Morris, Hudson, Bergen, Passaic as we always have in the past.
6. A plan for how the bidder will structure its resources, including staff, office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive representation;



PRAHD'S structure for access to the programs are all available via telephone, email, website. The counselor receives notifications on her cell phone from the office when a caller leaves a voicemail in the office. The counselor has access from home or her phone to all of her files and necessary information needed for assistance to a caller for assistance and representation of the service needed.

7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;  
The current HUD Certified Housing Counselor has experience in the past with creditors, servicing agents and lenders has provided retention and loan modification outcomes for over 200 clients in the past.

8. Physical location of office(s); 100 First Street, Perth Amboy NJ 08861

9. References: A list of lenders with whom Bidder has worked and/or clients to whom Bidder has provided default mitigation and foreclosure counseling services and whom have granted authorization to share contact information. Include the contact names and telephone numbers (Minimum of 3 references; maximum of 6);

- Wells Fargo: Mr. Deleon [REDACTED] Wells Fargo, 1000 Blue Gentian Road, Suite 300, MAC X9999-01N Eagan, MN 55121, fax: [REDACTED], or online: wells Fargo.com/mortgageassistance

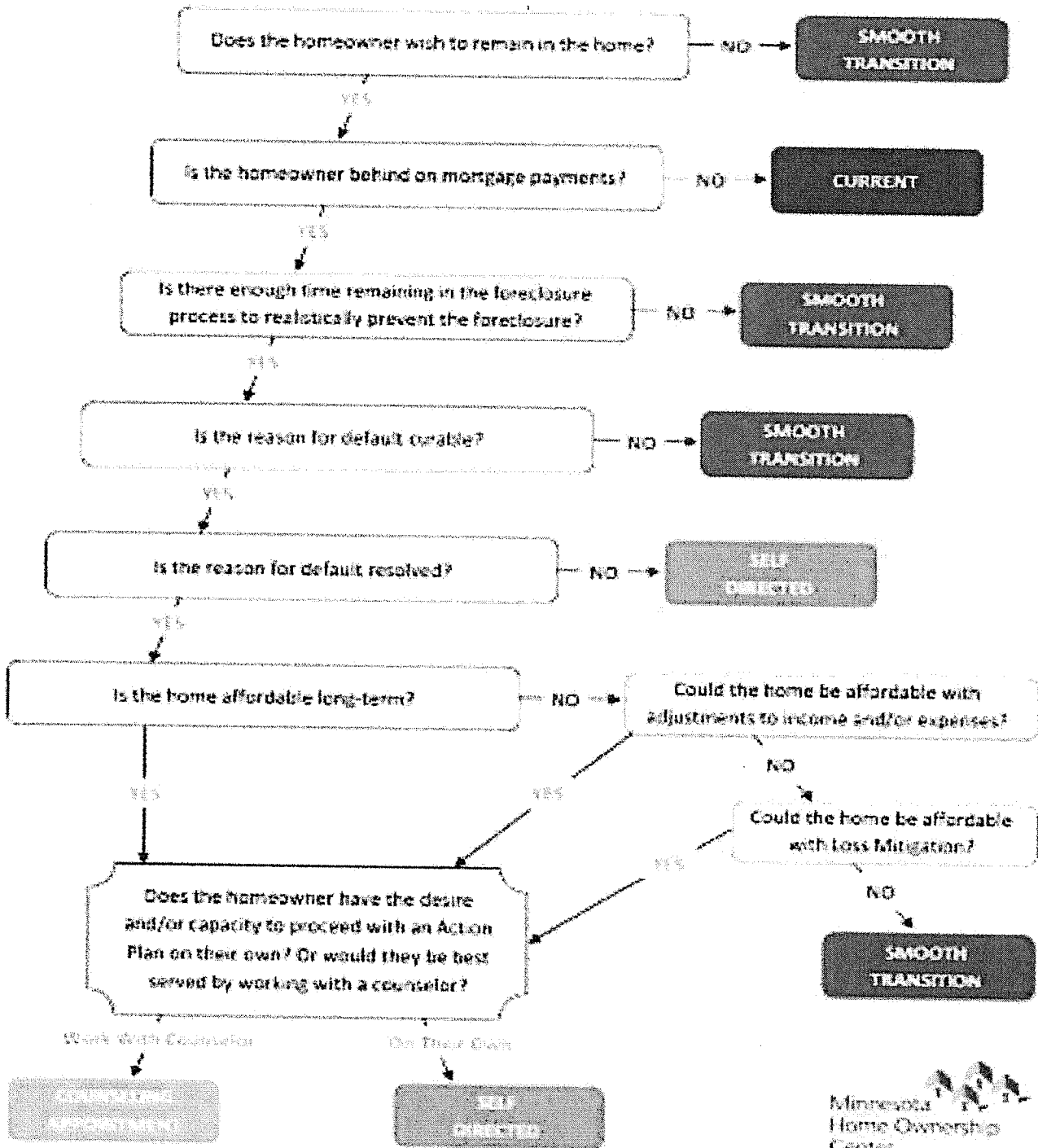
-Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165-0250 Or fax to: Fax: [REDACTED]

-Mr. [REDACTED]  
Louisville, KY [REDACTED]

10. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Bidder's client.

-see attachments

## Triage Decision Making Chart



## Activity 2.1: Prioritizing Borrowers at Triage

Review the borrower situations described below and indicate whether, at triage, they would be classified at high (H), medium (M), or low (L) priority for a counseling appointment.

Priority Level (H, M, L)	Borrower's Status	Notes/Reason for Priority
	Sheriff's sale date/Foreclosure sale date is scheduled	
	Payments are 90 days delinquent	
	Borrower has filed bankruptcy	
	Adjustable Rate Mortgage interest rate will adjust in 6 months	
	Adjustable Rate Mortgage interest rate will adjust in 2 months	
	Borrower received loan modification offer from servicer	
	Servicer requires counseling because debt-to-income ratio is over 55%	
	Borrower has zero income	
	Borrower is not an owner-occupant	
	Borrower owns multiple properties	
	Servicer requires borrower seek counseling within 30 days	

This listing is current as of **11/16/2021**.

## Agencies located in NEW JERSEY

**Agency Name:** SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.

**Phone:** 856-456-1121

**Toll Free:**

**Fax:** 856-547-2685

**Email:** rmonou@scucs.org

**Address:** 537 W Nicholson Rd

Audubon, New Jersey 08106-1970

**Counseling Services:**

- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Pre-purchase Counseling
- Rental Housing Counseling
- Services for Homeless Counseling

**Languages:**

- English
- Other
- Spanish

**Affiliation:**

**Website:** <http://www.scucs.org>

**Agency ID:** 80409

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**Agency Name:** CATHOLIC CHARITIES DIOCESE OF CAMDEN, INC.

**Phone:** 856-691-1841-18

**Toll Free:**

**Fax:** 856-692-6575

**Email:** cynthia.lebron@camdendiocese.org

**Address:** 1845 Haddon Ave

CAMDEN, New Jersey 08103-3008

**Counseling Services:**

- Rental Housing Counseling
- Services for Homeless Counseling

**Languages:**

- English
- Spanish

**Affiliation:** CATHOLIC CHARITIES USA

**Website:** n/a

**Agency ID:** 90019

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**Agency Name:** NEIGHBORHOOD HOUSING SERVICES OF CAMDEN, INC

**Phone:** 856-541-0720

**Toll Free:**

**Fax:** 856-541-8440

**Email:** info@nhscamden.org

**Address:** 601-603 Clinton Street

CAMDEN, New Jersey 08103-1415

**Counseling Services:**

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

**Languages:**

- English
- Spanish
- Vietnamese

**Affiliation:**

**Website:** <http://www.nhscamden.org>

**Agency ID:** 80892

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**Agency Name:** PARKSIDE BUSINESS AND COMMUNITY IN PARTNERSHIP, INC.

**Phone:** 856-964-0440-15

**Toll Free:**

**Fax:** 856-964-3664

**Email:** info@pbcip.org

**Address:** 1487 Kenwood Avenue

CAMDEN, New Jersey 08103-2904

**Counseling Services:**

- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops

**Counseling Services:** - Financial Management/Budget Counseling  
- Financial, Budgeting, and Credit Workshops  
- Mortgage Delinquency and Default Resolution Counseling  
- Non-Delinquency Post Purchase Workshops  
- Pre-purchase Counseling  
- Pre-purchase Homebuyer Education Workshops  
- Predatory Lending Education Workshops  
- Rental Housing Counseling  
- Resolving/Preventing Mortgage Delinquency Workshops  
- Services for Homeless Counseling  
**Languages:** - English  
- Spanish  
**Affiliation:** NATIONAL URBAN LEAGUE  
**Website:** <http://www.ulec.org>  
**Agency ID:** 83500

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**Agency Name:** HOUSING AUTHORITY OF THE CITY OF PATERSON  
**Phone:** 973-345-5085  
**Toll Free:**  
**Fax:** 973-345-5522  
**Email:** [lruiz@patersonha.org](mailto:lruiz@patersonha.org)  
**Address:** 60 Van Houten St  
Paterson, New Jersey 07505-1028  
**Counseling Services:** - Financial Management/Budget Counseling  
- Pre-purchase Counseling  
- Pre-purchase Homebuyer Education Workshops  
**Languages:** - English  
- Spanish  
**Affiliation:**  
**Website:** <http://www.patersonhousingauthority.org>  
**Agency ID:** 81792

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**Agency Name:** PATERSON TASK FORCE FOR COMMUNITY ACTION, INC  
**Phone:** 973-279-2333  
**Toll Free:**  
**Fax:** 862-264-1112  
**Email:** [lstokes@patersontaskforce.com](mailto:lstokes@patersontaskforce.com)  
**Address:** 109 Washington St  
Paterson, New Jersey 07505-1301  
**Counseling Services:** - Fair Housing Pre-Purchase Education Workshops  
- Financial, Budgeting, and Credit Workshops  
- Mortgage Delinquency and Default Resolution Counseling  
- Pre-purchase Counseling  
- Pre-purchase Homebuyer Education Workshops  
- Rental Housing Counseling  
- Rental Housing Workshops  
**Languages:** - English  
**Affiliation:** HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY  
**Website:** <http://www.patersontaskforcenj.org>  
**Agency ID:** 80404

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**Agency Name:** PUERTO RICAN ASSOCIATION FOR HUMAN DEVELOPMENT, INC.  
**Phone:** 732-442-1081  
**Toll Free:**  
**Fax:** 732-826-3082  
**Email:** [gpera@prahd.org](mailto:gpera@prahd.org)  
**Address:** 100 First Street  
PERTH AMBOY, New Jersey 08861-4645  
**Counseling Services:** - Mortgage Delinquency and Default Resolution Counseling  
- Non-Delinquency Post Purchase Workshops  
- Pre-purchase Counseling  
- Pre-purchase Homebuyer Education Workshops  
- Rental Housing Counseling  
- Resolving/Preventing Mortgage Delinquency Workshops  
**Languages:** - English  
- Spanish  
**Affiliation:** UNIDOS US  
**Website:** <http://www.prahd.org>  
**Agency ID:** 84906

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**Agency Name:** THE HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY  
**Phone:** 732-826-3110-631  
**Toll Free:**  
**Fax:** 732-826-3111  
**Email:** [ehill@perthamboyha.org](mailto:ehill@perthamboyha.org)

## KIM V. RUIZ

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### PROFESSIONAL EXPERIENCE

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**PUERTO RICAN ASSOCIATION FOR HUMAN DEVELOPMENT, INC., Perth Amboy, NJ**  
**Executive Director & CEO, June 2018-present**

Responsible for overseeing and streamlining daily activities, management of agency assets, overseeing financial operations and all program operations. Provide leadership to all staff and manage all human resource matters. Establish business goals that are in line with PRAHD's mission. Ensure compliance with all laws applicable to the agency. Maintain community relations. Responsible for grant writing, fundraising and expansion of funding portfolio. Advise board of directors on organizational activities, fiscal concerns, and strategic planning.

**FORD HARRISON LLP, Berkeley Heights, NJ**  
**Senior Attorney (Part-time), January 2017 to April 2018**

Counsel clients regarding employee relations matters, hiring and termination decisions in the US as well as the Commonwealth of Puerto Rico. Conduct harassment and discrimination trainings, prepare employee policies and handbooks, evaluate potential diversity issues and compliance matters, and assist clients with the transition of new hires with restrictive covenant obligations. Counsel employers in all matters involving the FMLA, FLSA, ADA, Title VII, ADEA, OWBPA, NJLAD, NYHRL, NJFLA, CEPA, and other state and federal regulations. Conduct investigations of internal employee complaints. Negotiate and draft settlement agreements and executive compensation agreements.

**DAY PITNEY LLP, Parsippany, NJ**  
**Staff Attorney, May 2016 to December 2016**

Counsel employers regarding employee personnel issues. Conduct internal investigations of employee complaints. Represent employers with both unionized and non-unionized labor forces on all employment matters before state and federal courts and administrative agencies such as the EEOC, the Department of Labor, the NJ Division on Civil Rights, the New York State Division of Human Rights and New York City Commission on Human Rights, the Connecticut Commission on Human Rights and Opportunities and the Pennsylvania Human Relations Commission. Prepare employment contracts and negotiate severance and settlement agreements.

**PECKAR & ABRAMSON, River Edge, NJ**  
**Senior Employment Litigation Attorney, December 2011 to May 2016**

Counsel, assist and support companies regarding day-to-day employee relations and personnel issues as well as defend against threatened and ongoing litigation. Counsel employers in all matters involving the FMLA, FLSA, ADA, Title VII, ADEA, OWBPA, NJLAD, NYHRL, NJFLA, CEPA, and other state and federal regulations. Conduct investigations of employee complaints and conduct anti-harassment/anti-discrimination trainings. Represent employers on all employment matters before state and federal courts and administrative agencies such as the EEOC, the Department of Labor, the New Jersey Division on Civil Rights, the New York State Human Rights Division and New York City Commission on Human Rights, the Pennsylvania Human Rights Commission and other state enforcement agencies in varied states. Lead the defense of cases from the inception of the matter through trial or alternative dispute resolution. Negotiate and draft settlement agreements and executive compensation agreements, policies and handbooks.

**COUGHLIN DUFFY LLP, Morristown, NJ**  
**Employment Litigation Associate, June 2006 to July 2011**

Represented employers on all employment matters including FMLA, FLSA, ADA, Title VII, ADEA, OWBPA, NJLAD, NYHRL, NJFLA, CEPA, and common law gender discrimination, sexual harassment, negligent hiring and retention claims, as well as reductions in force in New York and New Jersey. Conducted anti-harassment/anti-discrimination trainings for both, management and staff, drafted employee handbooks and provided daily counseling to employers and human resource

directors on employment issues. Conducted investigations of employee complaints alleging federal and/or state statutory violations as well as harassment and/or discrimination. Represented both domestic and international clients in varied commercial matters such as breaches of contracts, contract negotiations, internal fraud investigations and multi-state litigations involving mass torts.

**LUM, DANZIS, DRASCO & POSITAN, LLC, Roseland, NJ**

**Litigation Associate, September 2004 to May 2006**

Assisted in the representation of commercial clients. Second chaired a four week arbitration hearing before the AAA involving a \$14 million alleged breach of contract for a national electronics manufacturer. Prepared discovery documents, requests and responses, and assisted in preparing expert and fact witnesses for trial. Routinely researched and prepared legal memoranda and briefs on various litigation issues. Participated in client intake interviews, attended "Friendly" hearings, case management conferences and motion practice.

**HONORABLE HARVEY WEISSBARD, J.A.D (Retired), Springfield, NJ**

**Law Clerk, September 2003 to September 2004**

Researched and wrote legal memoranda on matters before the Appellate Court. Edited opinions and acted as a liaison between the Court, attorneys and pro se litigants on emergent applications.

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**B A R A N D C O U R T A D M I S S I O N S**

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Admitted in New Jersey – 2003, U.S. District Court of New Jersey – 2006; New York – 2007; EDNY—2013; SDNY—2013; NDNY—2015

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**B O A R D A N D C O M M I T T E E M E M B E R S H I P S**

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**New Jersey Restart and Recovery Advisory Committee 3<sup>rd</sup> Sector, February 2021 to present**

**Perth Amboy COVID-19 Task Force, February 2021**

**Middlesex County Diversity, Equity and Inclusion Committee, September 2020**

**Township of Union Board of Education, Member, Union, NJ, January 2019 to present**  
Education Committee Chair, 2020 and 2021

**Middlesex County College Community Advisory Committee, Member, Edison, NJ, January 2019 to present**

**Middlesex County College President Search Committee, Member, Edison, NJ Spring 2019**

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**L A N G U A G E S A N D H O N O R S**

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Fluent in Spanish.

NJ Super Lawyer Rising Star (2010-2017)

Chambers & Partners, Associate to Watch (2011)

## EDUCATION

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### **RUTGERS UNIVERSITY SCHOOL OF LAW – NEWARK, Newark, NJ**

J.D., May 2003

**Honors:** Recipient of the New Jersey State Bar Foundation Scholarship  
Recipient of the Marvin Sopperstein Scholarship

**Activities:** Rutgers Race and the Law Review  
Legal Studies Group Facilitator for Torts (2001-02)  
Association of Latin American Law Students, President (2001-02) and 3<sup>rd</sup> Year Representative (2002-03)  
Special Education Law Clinic, Student Attorney (2002 and 2003)

### **RUTGERS UNIVERSITY, New Brunswick, NJ**

B.S. in Administration of Justice, May 1999

**Honors:** James Dickson Carr Scholar  
Dean's List



# Berenice Moreno

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## Summary Of Qualifications:

- ◆ 4 years accounting experience. One year in nonprofit accounting
- ◆ Understand nonprofit accounting principles as required by Financial Accounting Standard Board
- ◆ Strong teamwork, time management, and interpersonal skill, punctual, flexible, and self-motivated.

## Experience:

### **Puerto Rican Association for Human Development, Inc.** ***Bookkeeper-August 2003-Present***

- ◆ Consolidated accounting data to be used by auditors through the use of strong problem-solving skills
- ◆ Modified expenditure reporting practices to ensure compliance with regulations
- ◆ Brought bank reconciliations up to date for all PRAHD accounts
- ◆ Identified strengths and weaknesses with the accounting procedures and currently working in the development of a system to improve the factors that weaken the accounting department
- ◆ Prepared budgets, expenditure reports
- ◆ Payroll processing and other human resources duties
- ◆ Made payments on a timely manner therefore avoiding late charges
- ◆ Currently working on a system to better manage resources for the different programs and to reduce cost
- ◆ **Successfully managed and performed the duties of the Fiscal Officer since June 2004**

### ***Intern-July 2003 August 2003***

- ◆ Collected financial information to be entered into new accounting software obtained by the agency
- ◆ Assisted auditors into gathering information for the annual audit

### **Family Dream Realty, Inc.** ***Bookkeeper/Office Administrator-October 2000-Present***

- ◆ Prepared inventory reports, Financial Statement, and Corporate Report, bank reconciliations, accounts payable and account receivable, managed escrow account for the different principles
- ◆ Prepared marketing analysis
- ◆ Prepared Corporate Sales Reports and other reports required by the franchise

## Education & Training

- ♦ **BS in Finance, January 2003-*Cum Laude***- Kean University, Union, NJ  
Minor: Economics
- ♦ Latino Leaders Fellowship Institute, August 2003  
Center for Hispanic Policy, Research & Development, Trenton, NJ
- ♦ New Jersey School of Real Estate-May, 2004

## Honors & Activities

Dean's List  
Finance Club  
Persistence Award/ Academic Achievement Award  
Sigma Lambda Gamma National Sorority, 2000  
Dominican American Communitarian Association of NJ, 2001-Founding Member

## Skills

Knowledge of major computer software including but not limited to: Microsoft Word, Excel, PowerPoint, WordPerfect, and Windows  
Accounting Software: Fund EZ, Peachtree and QuickBooks

## Language

English & Spanish

References Available Upon Request

**GLADYS M PERA**  
**Certified Community Development Professional**

Strong communication and leadership skills. Recognized as an expert in applying business concepts to asset management decisions. Capable of effective collaboration, managing the administration, training and development, operations. Excellent analytical skills with a proven track record in developing, organizing, and implementing programs, policy, and standard operating procedures.

**Skills & Expertise**

- Project Management
- Office Management
- Community Engagement
- Organizational Skills
- Education/Trainor
- Multi-tasker
- Hud-Certified Housing Counselor
- Event Planner
- Financial Advisor

**Professional Experience**

**Puerto Rican Association For Human Development (PRAHD)**  
**Program Director/HUD-Certified Housing Counselor (2/2020 –Present)**

**Perth Amboy, NJ**

Design and develop programs to enhance coordination among mortgage lenders and insurers, homebuilders, real estate brokers, nonprofit organizations, and government agencies to make counseling an integral part of services for potential homebuyers and the community.

- Provide homeowner(s) with Foreclosure Intervention & Loss Mitigation Counseling. Negotiate with Lenders on behalf of clients to attain the best solution for homeowner(s).
- Provide Credit Counseling and Debt Solution Services, to enhance the stability of debt programs to our clients. Provide financial literacy and information to help individuals manage their finances and understand their credit to prepare them for homeownership and/or become debt free.
- Designed training programs to expand homeownership opportunities and services within local communities. Directly responsible for training and coaching of homebuyer(s) resulting in the purchase of first home.
- Administration and development of office and programs.

**Jersey City Housing Authority Jersey City, NJ**  
**Family Self-Sufficiency (FSS) Program Officer (6/2019 – January 2020)**

Under the direct supervision of the Family Self-Sufficiency (FSS) Program Supervisor, and the indirect supervision of the Director of Rental Assistance, perform necessary work to assist in the administration of social service programs under the Section 8 Family Self-Sufficiency Program.

1. Assists in recruiting and selecting participants for the FSS Program
2. Conduct initial interviews to determine applicants' eligibility; identify obstacles to self-sufficiency; conduct overall personal needs assessment of the participating family, and develop individual Training and Services Plan for all participating FSS household members.
3. Conduct annual reexamination of participant household income to determine continued eligibility and monthly rental payments; perform related administrative tasks.
4. Maintain a working relationship with local service providers and refer program participants to the appropriate program.
5. Build and maintain a supportive rapport with the contract participants; provide guidance and support.
6. Along with the Section 8 representative, assists in determination of compliance with the Individual Training and Services Plan.
7. Assists in monitoring participants that have elected to use the portability of their housing assistance.
8. Maintain accurate and updated participant files and data on the overall success rate of the program as specified by HUD; draft related correspondence and reports.

**Cuban American National Council DBA CNC Union City, NJ**  
**Program Director/HUD-Certified Housing Counselor (9/2010 –01/2018)**

Design and develop programs to enhance coordination among mortgage lenders and insurers, homebuilders, real estate brokers, nonprofit organizations, and government agencies to make counseling an integral part of services for potential homebuyers and the community.

- Provide homeowner(s) with Foreclosure Intervention & Loss Mitigation Counseling. Negotiate with Lenders on behalf of clients to attain the best solution for homeowner(s).
- Provide Credit Counseling and Debt Solution Services, to enhance the stability of debt programs to our clients. Provide financial literacy and information to help individuals manage their finances and understand their credit to prepare them for homeownership and/or become debt free.
- Designed training programs to expand homeownership opportunities and services within local communities. Directly responsible for training and coaching of homebuyer(s) resulting in the purchase of first home.
- Administration and development of CNC's New Jersey Office.

**CleanNet USA, Cranford, NJ**  
**Quality Control Representative 5/2010-9/2010)**

Manage the administration, operations, between franchisee and clients. Recruit, train, supervise and evaluate franchise owners within the assigned areas of responsibility.

- Assisted the franchise owners with customer service inquiries pertaining to work performed at facilities.

**Novadebt- Freehold , NJ**  
**Certified Personal Finance Counselor (1/2009-4/2010)**

Provide clients within the United States, in a call center environment, with necessary information concerning credit card debt solutions and options.

- enrollment for Debt Management Program
- preparation of budgets, resources for cost reduction
- met call center goals of 60 sessions a month

**Education**

- HUD Certified Housing Counselor
- NCHCE Certification in Home Ownership Counseling
- NCHCE Certification in Pre-Purchase Homeownership Education
- NCHCE Certification in Post-Purchase Homeownership Education
- NCHCE Certification in Foreclosure Intervention and Default Counseling
- NCLR Housing Counseling Management Certification
- Novadebt-Center for Financial Certifications-CPFC
- Avaya University- Avaya Call Center Certification

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Agency contracting officer advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont.)**

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services Contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CONT'D**  
**COST SHEET - EXHIBIT H**

**Although, a bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in the defined regions.**

Please provide a check in the box next to the region(s) in which you are bidding on.

Region Number	Regions	Service to the Region
1.	Bergen, Hudson, Passaic and Sussex	✓
2.	Essex, Morris, Union and Warren	✓
3.	Hunterdon Middlesex and Somerset	✓
4.	Mercer, Monmouth and Ocean	✓
5.	Burlington, Camden and Gloucester	
6.	Atlantic, Cape May, Cumberland and Salem	

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Bidder signifies that the RFQ and the responsive submission constitutes a Contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the Contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

Puerto Rican Association for Human Development, Inc

100 First Street  
Perth Amboy NJ 08861

Name of Firm (Please print or type)

Address

732-826-3082

732-826-3082

Phone Number

Fax Number

Kim Ruiz

CEO/Executive Director

Name (Please print or type)

Title

Signature

E-mail

8/24/2021

Date

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

### STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such



direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### VI. COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

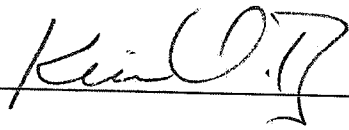
**XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Accepted: \_\_\_\_\_



Date: \_\_\_\_\_

8/24/2021

Print Name and Title: Kim Ruiz/CEO/Executive Director

Tri-City Peoples Corporation

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **27th day of January 2022** by and between **TRI-CITY PEOPLES CORPORATION** whose address is 675 South 19<sup>th</sup> Street, Newark, NJ 07103 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **TRI-CITY PEOPLES CORPORATION** dated **August 26, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **TRI-CITY PEOPLES CORPORATION** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **TRI-CITY PEOPLES CORPORATION** has submitted the Certificate of Employee Information Report and;

**WHEREAS**, the Agency desires to enter into this Agreement with **TRI-CITY PEOPLES CORPORATION** to provide **The New Jersey Housing Counseling Program**;

**NOW THEREFORE**, for good and valuable consideration the parties to this Agreement hereby agree as follows:

1. **TRI-CITY PEOPLES CORPORATION** performs the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **TRI-CITY PEOPLES CORPORATION** made in its Proposal (Exhibit B). All services performed by **TRI-CITY PEOPLES CORPORATION** shall be deemed "works for hire" and **TRI-CITY PEOPLES CORPORATION** shall claim no ownership right, title or interest in any work accomplished for the Agency. All work to be performed pursuant to this Agreement is subject to all terms set forth in the RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to lowest ranking): 1) the RFQ (Exhibit A); 2) the Proposal, (Exhibit B). **TRI-CITY PEOPLES CORPORATION** must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, **TRI-CITY PEOPLES CORPORATION** must perform any and all duties and obligations identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

3. In return for the services provided by **TRI-CITY PEOPLES CORPORATION**, the Agency shall compensate **TRI-CITY PEOPLES CORPORATION** in accordance with the rates presented in **TRI-CITY PEOPLES CORPORATION's** Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **TRI-CITY PEOPLES CORPORATION** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for **The New Jersey Housing Counseling Program** will be for a period of a three (3) years beginning on the date of this Agreement. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that ~~are the subject of this Agreement, the contractor shall immediately advise the Agency Contract~~ Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

IN WITNESS WHEREOF, TRI-CITY PEOPLES CORPORATION and the Agency have executed this Agreement to be effective the day and year first written above.

New Jersey Housing and  
Mortgage Finance Agency

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: 1/31/2022

Tri-City Peoples Corporation

By: Toni L. Caldwell

Name: Toni L. Caldwell

Title: Executive Director/CEO

Date: 1/28/2022

#### EXHIBIT LIST

Exhibit A- Agency's Request for Proposal dated August 10, 2021

Exhibit B- TRI-CITY PEOPLES CORPORATION's Proposal dated DATE

**TRI-CITY PEOPLES CORPORATION**  
**THE NEW JERSEY HOUSING COUNSELING PROGRAM**  
**STATEMENT OF QUALIFICATIONS**

***1. Description of the Default Mitigation and Foreclosure Counseling Services***

Tri-City's default mitigation counseling and foreclosure service is designed to help homeowners avoid the pitfalls of mortgage default and delinquency, which includes, but are not limited to, the following components: (a) determine the amount and extent of the default (a mortgage is considered in default when the mortgagor fails to perform under any covenant of the mortgage, including the covenant to pay, and this failure continues for 30 days or more); (b) identify the cause of the default; (c) facilitate a spending workout, taking into account what the client's income versus expenses (wants versus needs) are and determining disposable income; (d) determine whether the mortgagor, with the assistance of our HUD-certified housing counselor, might bring the account current within a time period and payment plan acceptable to the mortgagee and other governmental programs; (e) provide follow-up counseling with the mortgagor on an as-needed basis until the default is corrected or the mortgagee completes foreclosure and the client has found alternate housing; (f) if the mortgagee decides to foreclose, determine if the mortgagor is eligible for HUD required mortgage relief provisions; (g) negotiate loan modifications or other alternatives to foreclosure, such as, sale of property, deed in lieu and pre-foreclosure sale program; and (h) mortgage rate reduction program. This counseling program is designed to address mortgage delinquency by offering more sustainable forbearance agreements, cash mortgage assistance funded by the American Rescue Plan and/or modifications that will allow our clients to stabilize their finances and keep their homes.

Tri-City's loss mitigation counseling program assists clients in the process of special forbearance agreements, short-pay offs, pre-foreclosure sales based on any potential negative amortization that may exist, and loan modification plans through the lender or government. It allows the clients to assess if a deed in lieu of foreclosure can prevent further deterioration of the borrower's credit worthiness in the future

***2. HUD Certification.***

Attached to this Statement of Qualifications is Tri-City's HUD Housing Counseling Agency certification

***3. Brief Description of the Agency***

Tri-City is a community development corporation that has provided comprehensive services to low-income and disadvantaged people since 1966. Our founders sought to help socially-isolated poor residents to access mainstream economic and social

opportunities. Tri-City's initial community development efforts focused on the physical revitalization of the West Side Park neighborhoods in Newark. As the organization continued its commitment to help residents living in neighborhoods of concentrated poverty, the agency re-directed its resources toward social investments, such as child care, after school programs, a community-based health center and other services designed to ensure healthy and stable families. Today, Tri-City Peoples Corporation utilizes an integrative model to provide comprehensive direct and referral services to children and families to address the diverse needs of our continually changing communities.

Tri-City's mission is to facilitate social and economic self-sufficiency and to promote citizen civic participation in community development by providing exemplary services in education, employment and technological training, social services, health and mental health care, and housing that meets the needs of the residents and families in Newark, East Orange, Irvington, and surrounding communities.

Since May 2005, Tri-City Peoples Corporation has been a HUD-approved Housing Counseling Agency (I.D. #83474) that provides comprehensive housing counseling services to prospective home buyers, homeowners, renters, and the homeless who reside in the Northern New Jersey counties and other locations. The agency has provided some form of housing counseling services since 1996. Our intent is to offer our homebuyer and homeowner program participants with a wide range of mortgage products that will meet the diverse needs of each family to include any programs offered by state agencies, such as New Jersey's Housing Mortgage Finance Agency, federal agencies and county programs. Our program makes financing and sustaining home ownership more available, affordable, and flexible.

Tri-City is committed to opening the home buying market to those historically underserved as well as to assist those who have acquired properties to sustain ownership. Our diverse constituency is overwhelmingly racial and ethnic minorities. Tri-City provides assistance to homeowners in areas of one-on-one pre- and post-mortgage homeownership counseling, one-on-one credit counseling, homebuyer educational workshops, mortgage delinquencies and other loss mitigation strategies to help homeowners to avoid foreclosure through loss mitigation, forbearance agreements, and other work-out plans. Our full-service agency also provides rental counseling, homeless/relocation counseling, etc. Three year's statistical reports indicate the following number of clients served:

October 1, 2017 – September 30, 2018	360
October 1, 2018 – September 30, 2019	347
October 1, 2019 – September 30, 2020	290

Tri-City's experience in community organizing, community resident empowerment, housing counseling services and working with disadvantaged families to improve their quality of life allows us to help more than 2,000 individuals and families annually to effect positive change in their social and economic circumstances.



#### ***4. CEO Qualifications***

The resume of Tri-City's Executive Director/CEO (Toni L. Caldwell) is attached. Ms. Caldwell is a HUD-certified housing counselor. Under Ms. Caldwell's leadership, Tri-City was designated as a HUD-approved housing counseling agency authorized to provide comprehensive housing counseling services in Essex and Union Counties. Since May 2005, homeowners, prospective homebuyers and renters from every county in Northern New Jersey received Tri-City's housing counseling services. Ms. Caldwell provided direct supervision of Tri-City's housing counseling program which initially employed only one housing counselor, peaked at seven (7) full-time experienced housing counselors and two (2) part-time experienced housing counselors and, today, the housing counseling services are provided by Ms. Caldwell and one part-time HUD-certified housing counselor [Douglas A Rease].

5. Tri-City's housing counseling services are provided to individuals and families in the Northern New Jersey counties of Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren.

#### ***6. Structure of Administrative and Operational Resources***

Administrative – Tri-City's Contracts Administrator facilitates the invoicing process as well as contract compliance. Other staff may/will be assigned to assist with Intake and follow-up with clients to assist the HUD-certified housing counselors to provide counseling services to a maximum number of clients. Tri-City utilizes the Outcome Tracker case management system, which is a HUD-approved CMS vendor. Current technology is available for communicating with lenders and clients. Tri-City's systems will be fully operationally if remote work becomes necessary due to unexpected disaster or other state of emergency.

Operational - The HUD-certified housing counselors modify their schedules to accommodate clients, when needed and when possible. Doug Rease's sole responsibility is housing counseling and he, therefore, is 100% dedicated to providing housing counseling services. Toni Caldwell maximizes her time management skills to fulfill her responsibilities as the agency's chief executive officer as well as to provide callers with housing counseling services. The combined efforts of Mr. Rease and Ms. Caldwell have shown a marked increase in the number of clients who receive our high quality housing counseling services.

#### ***7. Evidence of Negotiating Ability***

Tri-City's CEO has successfully negotiated property acquisitions, business contracts, legal settlements (without legal counsel) and diverse disputes between companies and individuals. Ms. Caldwell also previously served as the Mediation Administrator at the U.S. District Court (Newark) under the tutelage of U.S. Magistrate Judge Ronald Hedges where she facilitated settlements with lead counsel in varied civil litigation matters.

Doug Rease has facilitated numerous mediation settlements, loan modifications and loss mitigation strategies to the best advantage of the client.

**8. *Physical Location of Office(s)***

Tri-City's housing counseling program is located at 675 South 19<sup>th</sup> Street, Newark, NJ

**9. *References***

Please see Exhibit B.

**10. *Resume of Experienced Housing Counselor***

The resume of Douglas Rease, Tri-City's HUD-certified housing counselor is attached. Mr. Rease has been employed by Tri-City since December 2008. Ms. Caldwell's resume was attached as the Agency's CEO. Mr. Rease's hours may increase to full-time if and when the demand for services justifies and supports this change.. [Note: Tri-City has a part-time position available for a HUD-Certified Housing Counseling, who will be hired to provide services if the demand justifies and support such action].

  
TONI L. CALDWELL  
Executive Director/CEO  
8/21/2021



## **HUD CERTIFICATE**

### **APPROVED HOUSING COUNSELING AGENCY**

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The U. S. Department of Housing and Urban Development approves the following entity as a Local Housing Counseling Agency.

**TRI-CITY PEOPLES CORPORATION (83474)**  
**675 S 19th St**  
**Newark, NJ 07103-1033**

The Department approved this housing counseling agency to provide the following types of housing counseling in accordance with their counseling work plan.

**Counseling:**

- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling

**Workshop:**

- Non-Delinquency Post Purchase Workshops
- Pre-purchase Homebuyer Education Workshops

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**Approval Start Date: July 26, 2021**

**Approval End Date: July 26, 2024**

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*Kisha J Wright*

Kisha J. Wright  
Director, Oversight and Accountability  
Office of Housing Counseling

# TONI L. CALDWELL

## PROFILE

- Core competency: identifying opportunities for improvement
- Results-oriented, detailed-oriented
- Team builder; motivate staff to higher levels of productivity
- Organizational skills to improve business systems and organization efficiency
- Mission driven

## RELEVANT EXPERIENCE

Tri-City Peoples Corporation (Newark and East Orange, NJ)		03/02 - present
<i>Executive Director/CEO</i>		
<i>National Roster Reverse Mortgage Counselor [2012-2018]</i>		
<i>HUD Certified Housing Counselor -7/2020 – present</i>		
Provide leadership and direction for this multi-million dollar community development corporation		
United States District Court (Newark, NJ)		1993 - 2002
<i>Manager, Chambers Operations</i>	1996 - 2002	
Hon. Joseph A. Greenaway, Jr.		
<i>Judicial Secretary/Mediation Administrator</i>	1993 - 1996	
Under supervision of Hon. Ronald J. Hedges		
Committee to Elect Corrina Kay Williams 2 <sup>nd</sup> Ward Council		1993
<i>Campaign Manager</i>		
TMS Distributors (Wholesale)/You're Special (Retail)		1985 - 1989
<i>Proprietor</i>		
NJ Transit Corporation		1980 - 1985
<i>Supervisor, Automotive Equipment (Rail Operations)</i>	1982 - 1985	
<i>Administrative Assistant to the Executive Director</i>	1980 - 1982	
Common Brothers, USA (New York, NY)		10/78 - 11/79
<i>Corporate Treasurer/Administrative Manager</i>		

## TEACHING EXPERIENCE

Gibbs College	07/03 – 6/07
<i>Adjunct Professor (Macroeconomics, Principles of Finance, Personal Development)</i>	

## EDUCATION

Caldwell University	M.S., Contemporary Management
Caldwell University	B.S., Management

**Objective:** A position affording me the opportunity for continued growth and development of my broad-based skill set to effectively impact company performance and profitability.

**Qualifications:**

- \* *Build trust and deal effectively and persuasively with people to mutually benefit all concerned*
- \* *Adept at tuning in to clients' priorities to assure accurate needs assessment.*
- \* *Proven successful in negotiating and renegotiating amiable resolutions and settlements.*
- \* *Proven ability to marshal resources to respond to a variety of needs, initiatives and requests.*

**Professional Background & Scope of Experience:**

Over 10 years background in Real Estate Management, Development and Finance for profit and non-profit housing sector. Involvement in community revitalization, encompassing partnering initiatives designed to provide broader community service and support. Implemented agendas designed to provide safe and decent living environment. Participated in the Development of First Time Homebuyers Project located in a federally designated Enterprise Zone.

- \* Managed various multi-family sites to achieve overall Housing Authority quality, occupancy, cost and revenue goals. Submitting timely reports and maintenance activities to senior management. Conducted site analysis and risk management activities. Setting detailed goals for each property, creating sub-portfolio level goals in support of the Housing Authority goals.
- \* Ensured that site communities were maintained and managed in compliance with prescribed health and safety conditions, and that all exterior and grounds are visually attractive and safe. Provided overall supervision of assigned site staff, coached and counseled staff on performance, taking necessary steps to correct performance as needed.
- \* Maintain positive management/resident relations through the residents associations officers and members. Meet regularly with senior management, site staff to determine community needs, concerns, etc. Addresses any pertinent resident and or community concerns in a timely manner. Conducted inspection schedules for site community and grounds for responsible property. Communicated corrective actions to maintenance supervisor, identifying areas that need improvement. Provide assistance in developing measurable plans of action for accomplishing the work.
- \* Exercise prudence in budget planning in accordance with Asset Based Budgeting and administration in conjunction with CFO and COO and monitoring actual versus budgeted expenditures of property on a monthly basis to ensure budgetary control. Ensure that established policy relative to legal cases when residents have not consistently met conditions and provisions stated within the lease agreement are being complied with.
- \* Monitor preparation of vacant units for occupancy or request assistance from maintenance staff or appropriate contractor when the need for service and budget permits. Maintain vacancy preparation control schedule that complies with established unit turnaround.

- Assisted clients with housing counseling and mortgage pre-qualification for potential first time homebuyers. Providing various funding resources, offering beneficial programs that were instrumental in rebuilding and stabilizing the community.
- Interfaced productively with representatives of various parishes, community organizations and social services agencies to ensure individual and family progress towards specified goals. Documented status and reported issues to Executive Director, Supervisory Committee and Board of Directors.
- Instrumental in maintaining administrative details for numerous development projects and Providing the raw data needed for annual budgets, grant and financial proposals. Serving as administrative right hand to Executive Director.
- Managed day-to-day operations, including office and maintenance staff. Handled tenant issues, collections, violations and compliance. Prepared, filed and complaints for tenancy matters. Participated in the creation of plans and policies for departmentalized areas of the organization.

Knowledge of Section 8 certification and re-certification. Background with Low Income Tax Credit issues and HUD minimum set asides. Monitored performance, quality of workmanship of General and Sub Contractors on several rehab and new construction projects.

Instrumental in the marketing and sales of several rehab townhouses. Analyzing buyer credit, income and debt for potential acquisition. Coordinated contact with various lending institutions, attorney's and inspectors. Consulted with buyers concerning homeownership and the responsibilities associated.

#### Accounting & Financing Background:

Managed bookkeeping for rent collections, payroll, and accounts payable and accounts receivables. Monthly account reconciling and journal entry postings per accountant's instructions. Generated profit and loss statements, balance sheets and financial statements. Provided detail cash-flow reports for various building inventories.

- \* Commercial and income property finance assessments. Project analysis for acquisition, refinance and construction. Determine project viability, proposal preparation, and submission to lenders. Established contacts with various lending institutions and industry professionals.
- \* Conducted client interviews, case analysis and assessment for consulting services. Advised prospective clients of level of service. Advised prospects of the foreclosure process and procedures and discussed possible plans of action. Acted as liaison between lender and homeowner negotiating default resolutions to prevent foreclosure. consulted with general counsel concerning legal ramifications of certain cases as to better advise clients as to best plan of action.
- \* Generated proposals on behalf of clients to various mortgage companies to aid in negotiations. consulted with clients for comprehensiveness of various mitigation programs. Responsible for marketing and generating business and supervision of a small staff of consultants.

#### Computer & Software Experience:

Experience encompassing technical automation and implementation. Engaged in agendas designed to increase overall efficiency and profitability.

- \* Multi platform operating systems, AS400, WinNT4.0, Win2000, Microsoft Office-suite, Word, and Excel, Power Point, Outlook, Argus, Genesis, Calyx, MLS/ECS, Byte. DU, LP, Yardi, Lending Apps, Visions, peoplesoft.HTML, Networking

#### Professional Experience:

<i>Tri-City Peoples Corp., East Orange, NJ</i>	<i>(Housing Counselor)</i>	<i>December 08-present</i>
<i>Newark Housing Authority, Newark, N.J.</i>	<i>(Asset Manager)</i>	<i>April 02-Dec 07</i>
<i>WFS Mortgage Services, Inc., Warren, N.J.</i>	<i>(Loan Processor)</i>	<i>Nov00-Apr 02</i>
<i>Gold Leaf Financial, LLC, Union, N.J.</i>	<i>(R.E./Finance Consultant)</i>	<i>Nov 99-Oct 00</i>
<i>K.P.M.G. LLP, Washington, DC</i>	<i>(Data-Base Coordinator.)</i>	<i>Apr 99-Sep 99</i>
<i>Mortgage Relief Center, LLC, Landover, MD</i>	<i>(Foreclosure Consultant)</i>	<i>Oct 98- Mar 99</i>
<i>Brand New Day, Inc., (CDC), Elizabeth, New Jersey</i>	<i>(Property Manager)</i>	<i>May 93-Sep 98</i>
<i>United Mortgage &amp; Investment Corp., Denver, Co.</i>	<i>(Commercial R.E. Finance)</i>	<i>Apr 92-Mar 96</i>

*U.S. Army Reserve, Fort Dix, New Jersey*  
*(Tactical Transportation Specialist) (88M)*  
*Honorable Discharge*

*Sep 85 - Jan 86*  
*(E-4 = Corporal)*

**Education/** *Essex County College, Newark, N.J. Major: Accounting & Finance*  
**Training:** *Inst. Real Estate Mgmt. (103 ARM) Non-Profit Hsng: Prpty Mgmt.*  
*Int'l Alliance Fincl Cnslrs. Business & Commercial R.E. Financing*  
*Nan-Mckay Assoc., Project-Base Management Essentials*  
*Mitchell & Titus, LLP., Project-Base Accounting & Management Training*

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Agency contracting officer advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont.)

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services Contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS  
EXHIBIT A

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the Public Agency, after notification of award but prior to execution of this Contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the Public Agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful Vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the Public Agency, and the Vendor copy is retained by the Vendor.

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her proposal shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Tri-City Peoples Corporation

SIGNATURE: 

PRINT NAME: Toni L. Caldwell

TITLE: Executive Director/CEO and Board/Corporate Secretary

DATE: 8/27/2021

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**COUNSELING SERVICES FOR THE NEW JERSEY HOMEOWNERS ASSISTANCE PROGRAM**  
**COST SHEET - EXHIBIT H**

The Program allows for three (3) levels of counseling (See below requirements) and Application Submission Services. Level A must have occurred in order to perform Level B, and Level C counseling; however, Level B does not have to occur in order to perform and bill for Level C. Total billing cannot exceed \$600 (\$700 if miscellaneous services requested). New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

**Level A = Intake, Budget, Action Plan (Compensation: \$100 per completed service and documentation)**

Counselor has performed intake, collected signed third-party Authorizations, provided appropriate disclosures, shared privacy policy, developed a Budget and created an Action Plan.

**Level B = Measurable Action (Compensation: \$250 per completed service and documentation)**

Counselor has performed Level A; Completes Budget Verification (i.e. gathers pay stubs, credit report); and Verification of Action Taken (i.e. Communication with Lender, application for local state and/or federal resources not offered by the Agency), documentation of completed measurable action or outcome (i.e lender modification and/or application for available federal, state or local mortgage assistance funds not offered by the Agency.)

**Level C = Transition Assistance (Compensation: \$100 per completed service and documentation)**

Identify and strategize alternative courses of action including transition into rental situation, short sale or cash for keys. Required documentation for payment includes communication with regard to transition and/or notes describing actions taken.

**Application Submission Services (Compensation: \$150 per minimally eligible application submitted)**

Counselor has collected and reviewed all necessary program required documentation; determined applicant meets minimum program criteria as defined by program guidelines; and submitted a completed program application as directed by the Agency. Required documentation for payment includes a complete application submission and an applicant meeting the minimum requirements to receive a full review of their application.

**Miscellaneous Services (Compensation: \$50 per application for each individual task)**

When requested by HMFA, Counselor will facilitate the signing of post-approval/closing documents and submit documents to HMFA as required. (\$50 compensation per application)

When requested by HMFA, Counselor will notarize required closing documents (\$50 compensation per application)

**\*Non-Duplication of Benefits: Housing Counseling Agencies may not bill more than one funding source for the same services provided to the same client.**



**ACCEPT**



**DECLINE**

CONT'D  
COST SHEET - EXHIBIT H

Although, a bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in the defined regions.

Please provide a check in the box next to the region(s) in which you are bidding on.

Region Number	Regions	Service to the Region
1.	Bergen, Hudson, Passaic and Sussex	✓
2.	Essex, Morris, Union and Warren	✓
3.	Hunterdon Middlesex and Somerset	
4.	Mercer, Monmouth and Ocean	
5.	Burlington, Camden and Gloucester	
6.	Atlantic, Cape May, Cumberland and Salem	

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Bidder signifies that the RFQ and the responsive submission constitutes a Contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the Contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

Tri-City Peoples Corporation  
Name of Firm (Please print or type)

Phone Number

645 South 19th Street  
Address NEWARK, NJ 07103

(862) 930-3745  
Fax Number

Toni L. Caldwell  
Name (Please print or type)

Executive Director/CEO  
Title

Signature

E-mail

Date

8/26/2021

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

### STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### VI. COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Accepted: \_\_\_\_\_



Date: \_\_\_\_\_

August 27, 2021

Print Name and Title: \_\_\_\_\_

Toni L. Caldwell

# The Waterfront Project

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
AGREEMENT FOR  
THE NEW JERSEY HOUSING COUNSELING PROGRAM**

This Agreement is made as of the **14th day of March 2022** by and between **THE WATERFRONT PROJECT** whose address is 830 Bergen Avenue, Suite 4A, Jersey City, NJ 07306 and the New Jersey Housing and Mortgage Finance Agency ("Agency"), whose address is 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

**WHEREAS**, the Agency issued a Request for Qualifications (RFQ) on **August 10, 2021**, for **The New Jersey Housing Counseling Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ; and

**WHEREAS**, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the ten (10) proposals based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, among the ten (10) proposals received, was a proposal submitted by **THE WATERFRONT PROJECT** dated **August 27, 2021**. A copy of said Proposal is attached hereto as Exhibit B, and incorporated herein in its entirety; and

**WHEREAS**, the evaluation committee, based upon its review of the ten (10) proposals and clarifications, if any, selected **THE WATERFRONT PROJECT** based on pre-determined evaluation criteria stated in the RFQ; and

**WHEREAS**, all successful bidders are required to submit evidence of appropriate affirmative action compliance, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) **THE WATERFRONT PROJECT** has submitted the Certificate of Employee Information Report and;

**WHEREAS**, the Agency desires to enter into this Agreement with **THE WATERFRONT PROJECT** to provide **The New Jersey Housing Counseling Program**;

**NOW THEREFORE**, for good and valuable consideration the parties to this Agreement hereby agree as follows:

1. **THE WATERFRONT PROJECT** performs the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **THE WATERFRONT PROJECT** made in its Proposal (Exhibit B). All services performed by **THE WATERFRONT PROJECT** shall be deemed "works for hire" and **THE WATERFRONT PROJECT** shall claim no ownership right, title or interest in any work accomplished for the Agency. All work to be performed pursuant to this Agreement is subject to all terms set forth in the RFQ, and to the extent there are any conflict of terms between the RFQ and the Proposal, the terms of the RFQ shall govern.
2. In the event of a conflict between this Agreement and the Proposal, (Exhibit B) and/or the RFQ (Exhibit A) this Agreement shall control. In the event of a conflict between any of the Exhibits attached hereto, the following is the order of precedence (listed from highest ranking to lowest ranking): 1) the RFQ (Exhibit A); 2) the Proposal, (Exhibit B). **THE WATERFRONT PROJECT** must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, **THE WATERFRONT PROJECT** must perform any and all duties and obligations



identified in its proposal (Exhibit B) including those duties that exceed the obligations imposed by the RFQ (Exhibit A).

3. In return for the services provided by **THE WATERFRONT PROJECT**, the Agency shall compensate **THE WATERFRONT PROJECT** in accordance with the rates presented in **THE WATERFRONT PROJECT's** Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **THE WATERFRONT PROJECT** and the Agency agree that all prices stated in the Proposal are firm and are not subject to increase, as set forth in the RFQ.
4. This contract for **The New Jersey Housing Counseling Program** will be for a period of a three (3) years beginning on the date of this Agreement. The contract may be extended for two (2) additional one (1) year terms, upon mutual written consent of both parties.
5. The parties agree that the Proposal (Exhibit B), the RFQ (Exhibit A), clarifications, if any, and this Agreement constitute the complete and exclusive statement of understanding between the parties. In applying the terms of these documents and in the event of any conflict of terms, the terms of this document shall first govern, then the terms of the RFQ and clarifications shall apply, and then the terms of the Proposal shall apply.
6. The Agency shall approve all publicity and/or public announcements pertaining to the project prior to release.
7. This Agreement and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the County of Mercer and State of New Jersey, without reference to conflict of laws principles.
8. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.
9. New Jersey Housing and Mortgage Finance Agency complies with all State Laws requiring mandatory compliance by all contractors.
10. Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Agreement, the contractor shall immediately advise the Agency Contract Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

IN WITNESS WHEREOF, THE WATERFRONT PROJECT and the Agency have executed this Agreement to be effective the day and year first written above.

**New Jersey Housing and  
Mortgage Finance Agency**

By: Melanie R. Walter

Name: Melanie Walter

Title: Executive Director

Date: March 15, 2022

**The Waterfront Project**

By: Rebecca Symes

Name: Rebecca Symes

Title: Executive Director

Date: 03/10/2022

**EXHIBIT LIST**

Exhibit A- Agency's Request for Proposal dated **August 10, 2021**

Exhibit B- **THE WATERFRONT PROJECT's** Proposal dated **August 27, 2021**

**1. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Bidder.**

The Waterfront Project (WFP) is a 501(c)(3) civil legal services nonprofit and HUD-certified housing counseling agency founded in 2013. WFP employs three HUD-certified housing counselors. WFP also employs one housing counselor in training who has successfully completed the HUD certification examination. She will have completed her six months of training in January 2022.

WFP provides mortgage default and foreclosure prevention counseling to help homeowners stabilize their mortgage through assessing homeowners current hardship and establishing an agreed-upon action plan in an attempt to cure the mortgage default and/or prevent foreclosure. Counselors guide homeowners as they work to improve their finances, prepare documents needed for a loan modification, submit documents to the lender's loss mitigation department, and negotiate with lenders.

During the counseling sessions, counselors assess the hardship, explain various workout options, provide budget counseling, assist with submitting the loan modification application, facilitate communication between the homeowner and their mortgage servicer, and provide referrals to other supportive services, such as legal services or social services. Counseling sessions occur in person or via phone based on the client's preference.

**2. A copy of Bidder's HUD certification or other proof of good standing with HUD.**

Please see attached.

**3. A brief history of the Bidder, including the level of counseling activity during the past three years.**

The Waterfront Project (WFP) was founded in 2013 by a group of Hudson County residents who saw the development of high-rises, brownstones, and condos in stark contrast with a growing homeless population. At the beginning, WFP focused solely on providing free legal services to people in danger of homelessness. In 2016, WFP broadened the scope of the services offered to include rental housing counseling. The housing counseling program at WFP was launched in partnership with Hudson County and the Housing and Community Development Network of New Jersey. Since the program launched, WFP has provided housing counseling services to over 1,000 low- and moderate-income tenants.

In August of 2020, during the COVID-19 global pandemic, WFP further expanded the scope of services offered by launching the foreclosure prevention program. WFP hired William "Bill" Paige, an experienced housing counselor who has provided mortgage default and foreclosure prevention counseling since 2004. During his seventeen years working as a housing counselor, Mr. Paige estimates he has counseled 1,700 individuals. Prior to embarking on his career as a mortgage default and foreclosure prevention counselor, Mr. Paige worked as a Community Reinvestment Act Loan Officer with the Bank of New York.

Since its launch, WFP's foreclosure prevention program has counseled 36 homeowners who are in danger of foreclosure. We expect the number of homeowners who seek our assistance to grow exponentially during the aftermath of the COVID-19 pandemic. Mr. Paige will be primarily responsible for providing counseling to homeowners. However, with Mr. Paige's guidance, WFP rental housing counselors will provide intake and outreach support to Mr. Paige as necessary to ensure that new clients are onboarded in a timely fashion.

**4. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Bidder's organization including counseling supervision experience or counseling experience within the past three (3) years;**

Please see attached.

**5. Description of geographical areas by city and county served by the Bidder.**

The Waterfront Project (WFP) is a trusted entity in each of the twelve municipalities of Hudson County. We have worked with community partners, government entities, and other stakeholders to build collaborative relationships and better connect with those residents in need of our services. We are expanding the geographic areas that WFP services to include Bergen, Passaic, and Sussex.

**6. A plan for how the bidder will structure its resources, including staff, office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive representation;**

The Waterfront Project (WFP) will devote equal time and resources to community outreach in each of the counties in the region for which its bidding shall receive representation. We will conduct direct outreach to elected officials, government agencies, courts, municipal tax collectors, the faith-based community, and nonprofits. We offer a remote intake process for all clients, which includes a secure option for clients to upload documents directly to our client management system. This system is equally accessible to clients regardless of their geographic location.

**7. Narrative of Bidder's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client;**

Mr. Paige has extensive experience negotiating with creditors, servicing agents, and lenders. In preparation for negotiation, Mr. Paige determines the lender's eligibility criteria for pursuing home retention. Mr. Paige then works with the homeowner to increase their household income and reduce monthly expenses. If the homeowner cannot achieve the guidelines established by the lender, Mr. Paige will confirm the lender is operating within applicable mandatory regulatory requirements.

Throughout his long career, Mr. Paige has built a rapport with servicing agents by being friendly and well-prepared for negotiation sessions. During negotiations, Mr. Paige provides up-to-date supporting documentation for changes in the household finances that improve the homeowner's chances of qualifying for a loan modification. He also is adept at deescalating tense moments during negotiation sessions, which can be emotionally charged encounters for homeowners. To further reduce the stress felt by homeowners, Mr. Paige obtains the necessary authorization from his client to deal directly with the lender, without the client's participation, when the lender contact is related solely to documentation or perfunctory matters.

**8. Physical location of office(s);**

The Waterfront Project (WFP) has a physical location at 830 Bergen Avenue, Suite 4A, Jersey City, NJ 07306. In addition to providing counseling services at our physical location, WFP counselors provide counseling over the telephone and on location at the site of our community partners. WFP housing counselors will travel to every county in the region to conduct at least one in-person event (in

collaboration with a local community partner) at least once per quarter so long as COVID-19 safety protocols allow for in-person education events and workshops.

**9. References: A list of lenders with whom Bidder has worked and/or clients to whom Bidder has provided default mitigation and foreclosure counseling services and whom have granted authorization to share contact information. Include the contact names and telephone numbers.**

The clients listed below received or are receiving default mitigation and foreclosure prevention counseling services from The Waterfront Project.

1. Ibrahim Mandour, [REDACTED], obtained a loan modification for FHA loan
2. Ada L. Jarquin, [REDACTED], obtained a loan modification for conventional loan
3. Danielle Downs, [REDACTED], negotiating loan modification for Freddie Mac loan

The lenders listed below are servicing agents with whom The Waterfront Project has worked.

1. Neal Hogberg of Fay Servicing, [REDACTED]
2. J. Vela of Shellpoint Mortgage Servicing, [REDACTED]
3. Raycene Nealy of Nationstar Mortgage LLC dba Mr. Cooper, [REDACTED]

**10. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Bidder's client.**

Please see attached.



# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**KAYLA SCHNEIDER**  
of  
**THE WATERFRONT PROJECT, INC.**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: September 16,  
2019

Agency HCS ID:                     

Housing Counselor ID:                     

*Jerrold H. Mayer*

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty or any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.



# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**REBECCA SYMES**  
of  
**THE WATERFRONT PROJECT, INC.**

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: January 7, 2020

Agency HCS ID:                     

Housing Counselor ID:                     

*Jerrold H. Mayer*

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**



# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**WILLIAM PAIGE**  
of  
**THE WATERFRONT PROJECT, INC.**

for meeting the criteria for this certification.  
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 7, 2020

Agency HCS ID:                     

Housing Counselor ID:                     

*Jerrold H. Mayer*

**Jerrold H. Mayer, Director**  
**Office of Outreach and Capacity Building**

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**



## REBECCA LENOX SYMES

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### PROFESSIONAL EXPERIENCE

#### **THE WATERFRONT PROJECT**, Jersey City, NJ

June 2018 – Present

*Executive Director*

Lead growing civil legal services nonprofit and HUD-certified housing counseling agency. Responsible for financial management, strategic planning, fundraising, grant applications and reports, board relations and corporate governance, human resources, and staff supervision. Provide housing counseling to tenants and homeowners. Train new counselors.

- One of just seven nonprofits chosen to launch statewide mediation program with NJ Division of Consumer Affairs
- Developed two new projects, Foreclosure Prevention Program and Sexual Assault Survivor's Rights Project
- Cultivated new donors by creating a major gifts program. Secured record-breaking gifts of \$75k, \$100k, and \$600k
- Executive Board Member for Hudson County's Continuum of Care, the Alliance to End Homelessness
- Served on The Waterfront Project's Board of Trustees for 4 years before accepting temporary role as interim leader

#### **CITY COUNCIL RACE**, Jersey City, NJ

June 2017 – December 2017

*Full-Time Candidate*

Ran for the Ward E City Council seat on a platform of community-driven development, affordable housing, inclusive economic growth, building a resilient city in the face of climate change, and publicly funded elections. Earned first-place finish with 42% of the vote, secured a spot in runoff election with second-place finisher. Lost the runoff by 247 votes.

- Recruited and managed 3 full-time paid campaign staff, 30 active campaign volunteers, 100+ casual volunteers
- Raised \$153,464 in individual campaign contributions, 73% from Jersey City voters in small-dollar donations

#### **DIXON ADVISORY USA**, New York, NY

July 2013 – June 2017

*General Counsel & Head of Government Relations*

Managed legal department and government relations for US Masters Residential Property Fund, the manager of a \$590M residential real estate investment trust. Built the legal department, oversaw day-to-day legal affairs, and directed outside counsel. Advised senior leadership on compliance, property management, real estate transactions, and human employment matters. Negotiated joint venture agreements, commercial leases, and vendor contracts. Established corporate philanthropy program and managed grant portfolio. Executed a community engagement strategy to bolster the company's standing and combat reputational harm. Acted as surrogate for CEO in internal and external settings.

- Established internal compliance program for property management team and oversaw related technology update
- \$300k and 500+ employee volunteer hours donated to nonprofits in communities where the fund owned property
- Wrote and delivered speech "Economic Value of Community Relations" during investor seminar (200+ attendees)
- Secured a seat for the company on Jersey City's Public Safety Advisory Board and represented Dixon at the meetings

#### **OFFICE OF US SENATOR KIRSTEN GILLIBRAND**, New York, NY

July 2011 – July 2013

*Counsel & Director of Constituent Affairs*

Ran statewide intergovernmental and constituent services department assisting households, municipalities, nonprofits, and businesses. Reported weekly to the Senator on the volume and nature of constituent inquiries. Monitored casework for systemic problems in need of legislative action and press-worthy wins. Oversaw academy nomination selection and summer intern program. Wrote briefing materials, press releases, and office manuals. Staffed and advanced the Senator.

- Liaised with Consumer Financial Protection Bureau on behalf of homeowners facing foreclosure
- Implemented uniform case tracking system to identify issue trends and underserved constituencies
- Designed statewide outreach program targeting nonprofits, resulting in 20% increase in inquiries from key regions
- In-state lead for response to Hurricanes Irene and Sandy, surveyed most devastated areas with Senator

Collaborated with residents and community organizers to stem displacement of vulnerable people through creative litigation, issue-based campaigns, and tenant organizing. Represented low-income people with consumer debt, housing, and public benefits cases. Public face of nonprofit at career fairs, bar association meetings, and conferences.

- Advised West Side Neighborhood Alliance on its successful Clean Air Campaign and the Rezoning of 11th Avenue
- Negotiated \$2.6M settlement for 4 remaining tenants in a 200 unit building in the Special Clinton Zoning District
- Negotiated building-wide 6-month 100% rent abatement for rent-stabilized tenants in severely neglected building
- Supervised students for the inaugural year of New York University Law School's LGBTQ Rights Externship program

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#### **NONPROFIT BOARD SERVICE**

**JERSEY CITY FREE PUBLIC LIBRARY:** as Treasurer, recruit new director, approve annual budget, advocate for funding, oversee execution of 5-year strategic plan, and monitor ongoing \$15M renovation of main branch, appointed by Mayor.

**LIBERTY SCIENCE CENTER:** as Advisory Trustee, raised money and acted as ambassador with greater community.

**HARSIMUS COVE NEIGHBORHOOD ASSN:** as President, built consensus among stakeholders, advocated for residents and business owners, spoke at planning, zoning, and historic preservation board meetings, planned volunteer events.

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#### **EDUCATION, BAR ADMISSIONS, PROFESSIONAL DEVELOPMENT**

**THE CATHOLIC UNIVERSITY OF AMERICA, COLUMBUS SCHOOL OF LAW, Washington DC** May 2006  
Juris Doctor and Certificate, Law and Public Policy Program, Dulin Haynes Fellow  
Human Rights Campaign McCreary Law Fellow & Whitman-Walker Health community outreach volunteer

**ITHACA COLLEGE, Ithaca NY** May 2003  
Bachelor of Arts, Politics and English

**BAR ADMISSIONS:** New York 2007 and New Jersey 2015 (both active and in good standing)

**NEW LEADERS COUNCIL:** in 2015, completed a 6-month institute on equity and inclusion, entrepreneurial goal setting, public policy, strategic communications, fundraising, and coalition building. My fellowship capstone project laid the groundwork for the launch of the current HUD-certified housing counseling program at The Waterfront Project.

**CERTIFICATIONS:** Scotwork Advancing Negotiation Skills I & II (2017), HUD-certified Housing Counselor (2020)

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#### **SELECTED PUBLIC SPEAKING ENGAGEMENTS**

"Mediation Before, During, and After COVID-19"  
Under One Roof, Community Development Conference  
October 16, 2020, 100+ Attendees

"COVID-19 Tenant Protections"  
NJ Department of Children and Families  
September 16, 2020, 200+ Attendees

"Addressing Eviction: Strategies to Protect Families"  
Under One Roof, Community Development Conference  
October 18, 2019, 100+ Attendees

"Women, Gender, and Politics - Panel Discussion"  
Queens College Women and Gender Studies Program  
March 21, 2016, 100+ Attendees



# William H. Paige

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## Career Focus & Objective

To utilize my education and experience in the following areas: marketing, housing development, foreclosure intervention & counseling, mortgage mediation and consultation, pre & post purchase housing counseling, credit counseling & property management.

## Experience

**03/2015 – Present**

### **Senior Foreclosure Specialist / Program Manager**

Neighborhood Housing Services of Staten Island, NY & New York, NY  
Manage the 1<sup>st</sup> Time Homebuyers Program

- Coordinated all activities related to pre-purchase of home
- Qualified clients seeking grants, HAP and GAP loans
- Worked with clients to obtain rehab funds to purchase and fix up homes per HUD standards
- Conducted workshop seminars and linked clients to banks that service low-to-moderate income

**03/2012 - 05/2014**

### **Housing Counselor**

**05/2009 – 03/2012**

Urban League of Bergen & Union County, Englewood & Elizabeth, NJ  
Assisted/advocated for clients to include but not limited to:

- Loan modification, credit and budget counseling
- Mediation between client and financial institutions, landlords and property managers
- Compliance with laws, codes and ordinances
- Provided rental and utility assistance

**03/2007 – 03/2015**

### **Housing Counselor / Consultant**

Faith, Bricks & Mortar, Inc., Plainfield, NJ

- Created and developed workshops for first-time homebuyers
- Foreclosure prevention counseling
- Credit and budget counseling

**01/2004 – 05/2007**

### **Housing Counselor**

Tri-City Peoples Corporation, East Orange, NJ

Created the Homebuyers Counseling Department and coordinated education programs

- Lead agent in applying for HUD counseling certification
- Developed outreach strategies
- Conducted home ownership seminars and developed personal action plans with client
- Located affordable rental units and homes for clients

**01/1999 – 12/2003**

**Mortgage Consultant**

Bank of New York, West Paterson, NJ

- Collaborated with community development organizations for neighborhood revitalization
- Responsible for Community Redevelopment Act loans in Essex County, NJ and Upper West Side, NY
- Originated an average of five loans monthly for eighty Bank of New York branches
- Placed client in refinancing programs conducive to their needs

**Education**

**New York University, New York, NY 1980 (Marketing)**

**Skills**

Law & Regulation Compliance    Dispute Resolution  
Program Development    FHA & Section 8    Team Building  
Budgeting & Financial Analysis    Marketing & Networking  
Computer Proficiency    Customer Service

**Certifications**

**NCHEC**

- **Foreclosure Intervention and Default Counseling**
- **Homeownership Counseling for Program Managers and Executive Directors**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Agency contracting officer advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont.)**

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services Contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS  
EXHIBIT A**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the Public Agency, after notification of award but prior to execution of this Contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the Public Agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful Vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the Public Agency, and the Vendor copy is retained by the Vendor.

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her proposal shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: The Waterfront Project, Inc.

SIGNATURE: 

PRINT NAME: Rebecca Symes

TITLE: Executive Director

DATE: 08/27/2021

## **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

### **VENDOR CODE OF ETHICS EXHIBIT E**

The New Jersey Housing and Mortgage Finance Agency ("Agency") considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this Vendor Code of Ethics. Vendors who do business with Agency must avoid all situations where proprietary or financial interests, or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Agency.

This Code is based upon the principles established in Executive Order 189 (Kean, 1988), ethical standards established by the Agency pursuant to N.J.A.C. 5:80-18.8, and laws governing the State Ethics Commission, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to Contractors, provide general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 55:14K-1 et seq., and for good cause.

This Code of Ethics will be made part of each Request for Proposal (RFP) issued by the Agency and will be attached to every Contract and agreement with the Agency and, to the extent feasible, will be applicable to all those parties anticipating doing business with the Agency.

No person shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Agency member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13 (i), of any such member or employee, or to any partnership, firm, or corporation with which such member, employee or member of their immediate family is employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13 (g).

Note: This section would permit an Agency officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example, coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement, express or implied, or sell any interest in such person to, any Agency member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Agency. No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment Contract or other agreement, express or implied, or sell any interest in such person to any individual, firm or entity with which such member or employee is employed or associated or has an interest within the meaning of N.J.S.A. 52:13D-13 (g). Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No person shall influence, or attempt to influence or cause to be influenced, any Agency member or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said member or employee.



No person shall cause or influence, or attempt to cause or influence, any Agency member or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the person or any other individual or entity.

All persons shall report to the Attorney General of New Jersey and the State Ethics Commission the solicitation of such persons of any fee, commission, compensation, gift, gratuity or other thing of value by an Agency member or employee. Any questions as to what is or is not acceptable or what constitutes proper conduct for an Agency officer or employee should be referred to the Agency Ethics Liaison Officer or his/her designee.

This code is intended to augment, not to replace, existing administrative orders and the current Agency Code of Ethics.

*Agency* is defined as the New Jersey Housing and Mortgage Finance Agency.

*Immediate Family* is defined as a person's spouse, child, parent, or sibling residing in the same household. N.J.S.A. 52:13D-13 (i).

*Vendor* is defined as any general Contractor, Subcontractor, consultant, person, firm, corporation or organization engaged in or seeking to do business with the Agency.

This is to acknowledge that I received and read the New Jersey Housing and Mortgage Finance Agency's Vendor Code of Ethics, and I understand the terms of the Vendor Code of Ethics.

The Waterfront Project, Inc.

08/27/2021

Name of Firm (Please print or type)

Date

Rebecca Symes

Executive Director

Officer's Name (Please print or type)

Title



Signature

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**REQUEST FOR QUALIFICATIONS  
FOR  
COUNSELING SERVICES FOR THE NEW JERSEY HOMEOWNERS ASSISTANCE PROGRAM  
COST SHEET - EXHIBIT H**

The Program allows for three (3) levels of counseling (See below requirements) and Application Submission Services. Level A must have occurred in order to perform Level B, and Level C counseling; however, Level B does not have to occur in order to perform and bill for Level C. Total billing cannot exceed \$600 (\$700 if miscellaneous services requested). New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

**Level A = Intake, Budget, Action Plan (Compensation: \$100 per completed service and documentation)**

Counselor has performed intake, collected signed third-party Authorizations, provided appropriate disclosures, shared privacy policy, developed a Budget and created an Action Plan.

**Level B = Measurable Action (Compensation: \$250 per completed service and documentation)**

Counselor has performed Level A; Completes Budget Verification (i.e. gathers pay stubs, credit report); and Verification of Action Taken (i.e. Communication with Lender, application for local state and/or federal resources not offered by the Agency), documentation of completed measurable action or outcome (i.e lender modification and/or application for available federal, state or local mortgage assistance funds not offered by the Agency.)

**Level C = Transition Assistance (Compensation: \$100 per completed service and documentation)**

Identify and strategize alternative courses of action including transition into rental situation, short sale or cash for keys. Required documentation for payment includes communication with regard to transition and/or notes describing actions taken.

**Application Submission Services (Compensation: \$150 per minimally eligible application submitted)**

Counselor has collected and reviewed all necessary program required documentation; determined applicant meets minimum program criteria as defined by program guidelines; and submitted a completed program application as directed by the Agency. Required documentation for payment includes a complete application submission and an applicant meeting the minimum requirements to receive a full review of their application.

**Miscellaneous Services (Compensation: \$50 per application for each individual task)**

When requested by HMFA, Counselor will facilitate the signing of post-approval/closing documents and submit documents to HMFA as required. (\$50 compensation per application)

When requested by HMFA, Counselor will notarize required closing documents (\$50 compensation per application)

**\*Non-Duplication of Benefits: Housing Counseling Agencies may not bill more than one funding source for the same services provided to the same client.**



**ACCEPT**



**DECLINE**

**CONT'D**  
**COST SHEET - EXHIBIT H**

**Although, a bidder may bid on one or more regions, the counties that comprise a region may not be altered or amended in any way. Bidders must be able to provide services in all counties included in the defined regions.**

Please provide a check in the box next to the region(s) in which you are bidding on.

Region Number	Regions	Service to the Region
1.	Bergen, Hudson, Passaic and Sussex	<input checked="" type="checkbox"/>
2.	Essex, Morris, Union and Warren	<input type="checkbox"/>
3.	Hunterdon Middlesex and Somerset	<input type="checkbox"/>
4.	Mercer, Monmouth and Ocean	<input type="checkbox"/>
5.	Burlington, Camden and Gloucester	<input type="checkbox"/>
6.	Atlantic, Cape May, Cumberland and Salem	<input type="checkbox"/>

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Bidder signifies that the RFQ and the responsive submission constitutes a Contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the Contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further Agency bidding.

The Waterfront Project, Inc.  
Name of Firm (Please print or type)

[REDACTED]  
Phone Number

Rebecca Symes  
Name (Please print or type)

RJ  
Signature

08/27/2021  
Date

830 Bergen Avenue, Jersey City, NJ 07302  
Address

Fax Number

Executive Director  
Title

[REDACTED]  
E-mail

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## FEDERAL GRANT PROGRAM RIDER EXHIBIT I

### STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### **VI. COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Accepted: 

Date: 08/27/2021

Print Name and Title: Rebecca Symes, Executive Director

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE OF EXECUTIVE ORDER 166  
EXHIBIT J

**Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents**  
**Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Accepted: RS Date: 08/27/2021

Print Name and Title: Rebecca Symes, Executive Director

### Instructions

On the Team List tab, please select a role and provide the name, email, and phone number for each member of your team that will work on the NJ HAF program and need access to our intake system (HOTB - Counselor Direct).

### Role Descriptions

Role	Description	Maximum
<b>Administrator</b>	The Administrator role will be the person	1
<b>Team Lead</b>	Team Lead role will have access to view all	3
<b>Counselor</b>	The Counselor role wil only have access to	No Limit



