



HMFA

Richard E. Constable III
Chairman

Anthony L. Marchetta
Executive Director

July 9, 2013

Consumer Credit & Budget Counseling
ATTN: Russell Graves
299 South Shore Road
US Route 9
Marmora, NJ 08223

Dear Mr. Graves:

The New Jersey Housing and Mortgage Finance Agency ("Agency") is pleased to inform you that your bid proposal for Counseling Services for the Sandy Buy-Down Program (Regions 1 & 3) has been accepted. Your bid proposal is considered part of this award.

Scope of Services:

Provide services as outlined in the Agency's Request for Qualifications dated May 13, 2013 and your bid dated May 16, 2013.

Term:

This contract award is for a term of five (5) years beginning with execution of said contract. Payment of per client fees is subject to funding availability.

Fee:

The cost of services provided under this contract is in accordance with the Cost Sheet, Exhibit I attached.

The Agency confirms receipt of a copy of your Certificate of Employee Information Report as evidence of Affirmative Action compliance and the Certificates of Insurance as required in Section 9.2 of the Request for Proposals.

If for any reason the Agency is not satisfied with the services rendered, this contract may be terminated by notifying Consumer Credit & Budget Counseling in writing. Please sign and return this letter indicating your acceptance.

Sincerely,

Oren Thomas
Procurement Officer

ACCEPTED:

Consumer Credit & Budget Counseling

Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue ▲ P.O. Box 18550 ▲ Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 ▲ WEB: www.nj-hmfa.com

**ADDENDUM TO
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM**

RECEIVED
JUL 26 2013
PROCUREMENT

WHEREAS, the New Jersey Housing and Mortgage Finance Agency ("HMFA" or the "Agency"), a body corporate and politic created in, but not of, the Department of Community Affairs pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, *N.J.S.A. 55:14K-1 et seq.* with a place of business at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 and Consumer Credit & Budget Counseling ("Contractor") whose address is 299 South Shore Road, US Route 9, Marmora NJ 08223 entered into an agreement for the provision of counseling services for Counseling Services for the Sandy Buy-Down Program dated July 16, 2013, (the "Agreement"); and

WHEREAS, the Agency and the Contractor desire to amend the Agreement as described in this addendum;

WHEREAS, the Sandy Buy-Down Program to which the Agreement refers is more correctly known as the Sandy Homebuyer Assistance Program; and


WHEREAS, the parties mutually desire that the Agreement more correctly identify and refer to the program in question;


NOW THEREFORE, it is agreed that the Agreement is amended as follows:

1. The title of the Agreement is hereby amended to read **New Jersey Housing and Mortgage Finance Agency Agreement for Counseling Services for the Sandy Homebuyer Assistance Program.**
2. All references in the Agreement to the "**Sandy Buy-Down Program**" are hereby amended to read **Sandy Homebuyer Assistance Program.**
3. All references in the Agreement to "**Counseling Services for the Sandy Buy-Down Program**" are hereby amended to read **Counseling Services for the Sandy Homebuyer Assistance Program.**

Except as modified or amended by this Addendum, all provisions of the Agreement shall remain in effect. In the event of conflict between any provisions of the Agreement and this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth below.

New Jersey Housing and Mortgage Finance Agency
By: 
Name: Anthony L. Marchetta
Title: Executive Director
Date: 7/26/2013

Vendor: Consumer Credit & Budget Counseling
By: 
Name: Russell Graves
Title: Executive Director
Date: July 23, 2013

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AGREEMENT
FOR COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM**

This Agreement is made as of the 16th day of July 2013, by and between **Consumer Credit & Budget Counseling** 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 May 14, 2013, for **Counseling Services for the Sandy Buy-Down Program** attached hereto as Exhibit A and incorporated herein in its entirety; and

WHEREAS, eight (8) proposals were received in response to the RFQ; and

WHEREAS, an evaluation committee, consisting of Agency staff, conducted a review and evaluation of the eight (8) proposals based on quality of bidder's experience, quality of bidder's plan, and administrative and organizational ability; and

WHEREAS, among the eight (8) proposals received, was a proposal submitted by **Consumer Credit & Budget Counseling** dated May 16, 2013. 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 eight (8) proposals and clarifications, if any, selected **Consumer Credit & Budget Counseling** on the basis of quality of bidder's experience, quality of bidder's plan, and administrative and organizational ability; 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 & Budget Counseling** has submitted a copy of their Certificate of Employee Information Report; and

WHEREAS, the Agency desires to enter into this Agreement with **Consumer Credit & Budget Counseling** to provide **Counseling Services for the Sandy Buy-Down Program**;

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

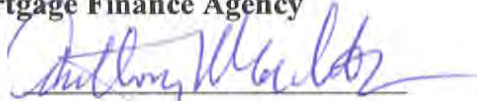
1. **Consumer Credit & Budget Counseling** shall perform the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **Consumer Credit & Budget Counseling** made in its Proposal (Exhibit B). All services performed by **Consumer Credit & Budget Counseling** shall be deemed "works for hire" and **Consumer Credit & Budget Counseling** 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 & Budget Counseling** must perform all duties and obligations imposed by the RFQ (Exhibit A).

Furthermore, **Consumer Credit & Budget Counseling** 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 & Budget Counseling**, the Agency shall compensate **Consumer Credit & Budget Counseling** in accordance with the rates presented in **Consumer Credit & Budget Counseling's** Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **Consumer Credit & Budget Counseling** 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 **Counseling Services for the Sandy Buy-Down Program** will be for a period of five (5) years beginning upon execution of this contract. Payment of per client fees is subject to funding availability.
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, **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**

By: 

Name: Anthony L. Marchetta

Title: Executive Director

Date: 7/10/2013

Consumer Credit & Budget Counseling

By: 

Name: RUSSELL GRAVES

Title: EXECUTIVE DIRECTOR

Date: 7/10/13

EXHIBIT LIST

- Exhibit A- Agency's Request for Qualifications dated May 14, 2013
- Exhibit B- **Consumer Credit & Budget Counseling's** Proposal dated May 16, 2013

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
REQUEST FOR QUALIFICATIONS
FOR
COUNSELING SERVICES FOR THE SANDY BUY-DOWN PROGRAM

FEE SCHEDULE
EXHIBIT I

The Sandy Buy-Down Program allows for a **total compensation of \$800** as follows:

- a. \$100 per case for each client who receives initial intake/triage, but is not SBDP eligible.
- b. \$800 per case, upon receipt of the completed eligibility package for each client who is fully counseled, screened and deemed SBDP eligible. The \$800 payment will be processed upon receipt of a completed eligibility package acceptable to the HMFA. (see 3.0 Scope of Services)

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
Name of Firm (Please print or type)

609-390-9652
Phone Number

Russell Graves
Name (Please print or type)


Signature

May 23, 2013
Date

299 South Shore Rd, Marmora, NJ 08223
Address

609-390-9653
Fax Number

Executive Director
Title

DEBTonator@cc-bc.com
E-mail