



**HMFA**

Richard E. Constable III  
Chairman

Anthony L. Marchetta  
Executive Director

July 9, 2013

Faith Fellowship CDC  
ATTN: Rev. Clarence Bullock  
2707 Main Street  
Sayreville, NJ 08872

Dear Reverend Bullock:

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 (Region 1 & 2) 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 28, 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 Faith Fellowship CDC in writing. Please sign and return this letter indicating your acceptance.

Sincerely,

Oren Thomas  
Procurement Officer

**ACCEPTED:**

Faith Fellowship CDC

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](http://www.nj-hmfa.com)

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

**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 Faith Fellowship Community Development Corporation ("Contractor") whose address is 2707 Main Street, Sayreville, NJ 08872 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: 7/24/2013

**Vendor: Faith Fellowship Community  
Development Corporation**

By: 

Name: CLARENCE BULLUCK

Title: Vice President

Date: 7/18/13



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

This Agreement is made as of the 16<sup>th</sup> day of July 2013, by and between **Faith Fellowship CDC** 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 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 **Faith Fellowship CDC** dated May 28, 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 **Faith Fellowship CDC** 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.) **Faith Fellowship CDC** has submitted a copy of their Certificate of Employee Information Report; and

**WHEREAS**, the Agency desires to enter into this Agreement with **Faith Fellowship CDC** 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. **Faith Fellowship CDC** shall perform the services described and set forth in the RFQ (Exhibit A) and clarifications, if any, in accordance with the representations and pricing **Faith Fellowship CDC** made in its Proposal (Exhibit B). All services performed by **Faith Fellowship CDC** shall be deemed "works for hire" and **Faith Fellowship CDC** 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). **Faith Fellowship CDC** must perform all duties and obligations imposed by the RFQ (Exhibit A). Furthermore, **Faith Fellowship CDC** 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 **Faith Fellowship CDC**, the Agency shall compensate **Faith Fellowship CDC** in accordance with the rates presented in **Faith Fellowship CDC's** Proposal (Exhibit B). Payment shall be made in the manner set forth in this agreement. **Faith Fellowship CDC** 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: 7/16/13

**Faith Fellowship CDC**

By: 

Name: Ben CLARENCE BULLUCK

Title: VP

Date: 7/11/13

### EXHIBIT LIST

Exhibit A- Agency's Request for Qualifications dated May 14, 2013

Exhibit B- Faith Fellowship CDC's Proposal dated May 28, 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.

Faith Fellowship Community Development Corporation  
Name of Firm (Please print or type)


2707 Main Street, Sayreville, NJ 08872  
Address

(732) 727-9500, Ext. 1501  
Phone Number

(732) 348-9568  
Fax Number

Rev. Clarence Bulluck  
Name (Please print or type)

Executive Director/Vice President  
Title

  
Signature

cbulluck@ffmwoc.org  
E-mail

May 28, 2013  
Date