

NJHMFA STANDARD ADDENDUM TO CONTRACT
(Eff. 1/2025)

WHEREAS, the **New Jersey Housing and Mortgage Finance Agency** ("NJHMFA" 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

WHEREAS, _____ ("Contractor") whose address is _____, entered into a Contract, dated _____, 202__ (the "Contract"); and

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

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

The following provisions are added to the Contract and fully incorporated therein:

1.0 CONFLICTS OF INTEREST:

1.1 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 contractor 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 at N.J.S.A. 52:13D-13i, of any such member or employee, or partnership, firm, or corporation with which they are employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Agency member or employee from any contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the State Ethics Commission.
- C. No contractor 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 contractor to any Agency member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the Agency member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

Contractor further agrees and understands that Agency employees are subject to certain post-employment restrictions. Accordingly, unless a prior waiver has been granted by the State Ethics

Commission, contractor agrees that it shall not hire, employ, contract with, consult with or utilize the services of any Agency employee or former employee for a period of *six months* following the last date of the employee's employment by the Agency or such other period as may be required pursuant to N.J.S.A. 52:13D-17, *et seq.*, whichever shall be longer. Further information may be found at the website of the State Ethics Commission:

https://www.nj.gov/ethics/statutes/guide/empl_restrictions.html .

- D. No contractor 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 such member or employee.
- E. No contractor 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 contractor or any other person.
- F. The provisions cited in paragraphs 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 3c of Executive Order No. 189 (1988).
- G. **For contracts funded fully or in part by the Federal Government:** In addition to the requirements of any contract with NJHMFA (and any addenda thereto), pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), Contractors (including any subcontractors) that apply or bid for an award exceeding \$100,000 must file with NJHMFA and with any Federal agency or department which provides funding for the contract 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.

1.2 Pay to Play Prohibitions: Pursuant to N.J.S.A. 19:44A-20.13, *et seq.* (L. 2005, c. 51) ("Chapter 51" or the "Act"), and N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the government contract for a business entity to: (i) make or solicit a contribution in violation of the act; (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 Lieutenant Governor; (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 the act; (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 the act; 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 the act.

Contracts awarded pursuant to a "Fair and Open Process" as defined in the Elections Transparency Act, P.L.2023, c.30, N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and E.O. 333 (2023) no longer require a certification or disclosure of solicitation or contribution of money, or pledge of contribution, including in-kind contributions. Other disclosure requirements may nevertheless apply; see, *e.g.*, §1.1(G), above and §2.12, below.

In the case of contracts awarded pursuant to a "Non-Fair and Open Process" (*i.e.*, without competitive bidding), the law prohibits the Agency from entering into such a contract where the value of the transaction

exceeds \$17,500, if the prospective contractor (or other business entity, as defined in N.J.S.A. 19:44A-20.7 or in E.O. 333) has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods.

1.3 Political Contribution Disclosure: The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the Contractor receives one or more contracts valued at \$50,000.00 or more. It is the Contractor's responsibility to determine if filing is necessary. Additional information about this requirement is available from the ELEC by calling (609) 292-8700 or on the internet at: <https://www.elec.nj.gov/>.

2.0. EQUAL OPPORTUNITY; EQUAL PAY:

2.1 Equal Employment Opportunity: Contractor shall comply with all applicable Federal and State laws and regulations, including the requirements of N.J.S.A. 10:5-31, *et seq.* and N.J.A.C. 17:27-1.1, *et seq.*, as set forth below. By signing this Addendum, Contractor indicates its intent and obligation to comply with those requirements.

2.2 Law Against Discrimination:

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, or any person acting on behalf of such contractor or subcontractor, shall, by reason of age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States, familial status, nationality, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 (as the same may be amended from time to time), discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, or any person acting on their 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 age, race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States, familial status, nationality, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31 (as the same may be amended from time to time);

C. There may be deducted from the amount payable to the Contractor by the Agency under this Contract a penalty of \$50.00 for each person for each calendar day during which a 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 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 Agency of any prior violation of this section of the Contract.

The Contractor's signature on this Addendum shall constitute the Contractor's certification (unless the Agency, in its sole discretion, shall require a separate form of certification) that it will be bound by and will comply with the requirements of N.J.S.A. 10:2-1, et seq. and the Law Against Discrimination.

2.3 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.*

2.4 Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans, and Individuals with Disabilities pursuant to 41 C.F.R. § 60-300 and 41 C.F.R. § 60-741 (for contracts covered thereunder): The Agency and the Contractor shall abide by the requirements of 41 C.F.R. § 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 C.F.R. § 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.

2.5 New Jersey Diane B. Allen Equal Pay Act (P.L. 2018, c. 9): This law provides in pertinent part that any employer entering into a contract with the State of New Jersey or an instrumentality of the State (including the Agency) 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> .

2.6 Contracts for Professional Services, Goods and General Service Contracts; N.J.S.A. 10:5-31, et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27: 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, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States, familial status, nationality, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31, as the same may be amended from time to time. Additionally, the Contractor will ensure equal employment opportunity is afforded to such applicants in recruitment and in employment, and that employees are treated during employment without regard to any characteristic of a protected class set out in the Law Against Discrimination, N.J.S.A. 10:5-12, *et seq.* and 10:5-31, as the same may be amended from time to time. 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 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, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States, familial status, nationality, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31, as the same may be amended from time to time.

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 compliance officer advising the labor union of the Contractor's commitments under this section of the Addendum 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 State 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.

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, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States, familial status, nationality, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31, as the same may be amended from time to time, 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 ensure 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, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States, familial status, nationality, or any other characteristic of a protected class as set forth in N.J.S.A. 10:5-12, *et seq.* and 10:5-31, as the same may be amended from time to time, and in a manner consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and Federal court decisions.

The Contractor shall submit to the Agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: a. Letter of Federal Affirmative Action Plan Approval; b. Certificate of Employee Information Report; c. Employee Information Report Form AA302 (electronically provided by the Division of Purchase and Property) and available at: https://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf.

The Contractor and its subcontractors shall furnish such reports or other documents or information to the Department of the Treasury, Division of Purchase and Property, Contract Compliance and Audit Unit may be requested from time to time and/or for purposes of conducting a compliance investigation pursuant to N.J.S.A. 10:5-31, *et seq.* and N.J.A.C. 17:27.

2.7 Small Business Enterprises, E.O. 151 (2009): It is the policy of the Agency and as required by Executive Order No. 151 (2009) ("E.O. 151") that small businesses (each a "Small Business Enterprise" or "SBE"), as determined and defined by the New Jersey Department of the Treasury ("Treasury"), Division of Revenue and Enterprise Services ("Division"), Small Business Registration and MBE/WBE/VOB/DVOB Certification Services Unit ("Unit"), and the Treasury in N.J.A.C. 17:14, *et seq.* or other applicable regulation, should have the opportunity to participate in Agency contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the Agency pursuant to this Contract, the Contractor must demonstrate to the Agency's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Unit as SBEs. Be advised that the Agency will be evaluated quarterly by the Division based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services

Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 2005).

Evidence of a “good faith effort” includes, but is not limited to:

1. The Contractor shall request listings of SBEs from the Unit at (609) 292-2146 and attempt to contact same.
2. The Contractor shall keep specific records of its efforts, including records of all requests made to the Division and the Unit, the names of SBEs contacted, and the means and results of such contacts, including, without limitation, receipts from certified mail and telephone records.
3. The Contractor shall actively solicit and shall provide the Agency with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications, and small business, minority-owned business, or women-owned business focus media.
4. The Contractor shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
5. The Contractor shall provide all potential subcontractors and sub-consultants that the Contractor has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
6. The Contractor shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and Federal agencies that provide assistance in the recruitment and placement of SBEs.

The Contractor shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations and shall complete such other forms as may be required by the Agency for State reporting as to participation.

Pursuant to E.O. 151, the participants’ goals for various contracts are:

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).
 - African Americans – 6.3%
 - Asian Americans – 4.34%
2. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degree, and/or very highly specialized expertise, including accounting and financial services; advertising services; laboratory testing services; legal services; management consulting services; technical services and training).
 - African Americans – 2.47%
 - Asian Americans – 1.47%
 - Hispanics – 1.1%
 - Native Americans – 0.07%
 - Caucasian Females – 3.74%
3. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to, equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care, and support; telecommunications; and temporary help).
 - African-Americans - 1.22%
 - Asian-Americans - 0.85%
 - Hispanics - 0.67%
 - Native Americans - 0.05%

- Caucasian Females - 1.96%
4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to, automobiles and equipment; chemicals and laboratory supplies; construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).
- African Americans – 2.71%
 - Asian Americans – 1.74%
 - Hispanics – 1.32%
 - Native Americans – 0.10%
 - Caucasian Females – 4.45%

2.8 E.O. No. 34 (2006) & 151 (2009); Set-Aside Programs: In accordance with Executive Order No. 34 (2006) and Executive Order No. 151 (2009), the Agency encourages the participation of SBE, MBE, WBE, VOB and DVOB vendors, both as prime contractors and subcontractors. If the Contractor is an SBE, MBE or WBE, Contractor shall provide to the Agency a copy of its certificate. **For Contracts Subject to Set-Aside Programs:** Contractor agrees that for contracts subject to set-aside programs for subcontractors qualifying as SBE, MBE, WBE, VOB or DVOB, Contractor shall make and document its good faith efforts to solicit and to award subcontracts to qualified entities pursuant to N.J.A.C. 17:13-4.3 and/or 17:14-4.3.

3.0 **BUILDING SERVICES:**

3.1. State Building Service Contracts Act (N.J.S.A. 34:11-56.58, et seq.): The New Jersey State Building Service Contracts Act, N.J.S.A. 34:11-56.58, et seq. and the rules promulgated thereunder at 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.

Workers employed or engaged in the performance of a contract for building services shall be paid not less than the applicable prevailing wage. 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.

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.

The Contractor shall, within 10 days of the payment of monetary wages or fringe benefits, submit to the Agency a certified payroll record for each payroll period.

3.2 Service Worker Retention Law (N.J.S.A. 34:21-16, et seq.): In the event that the contract is for provision of services for care or maintenance of an Agency building or property, Contractor agrees and understands its obligation to retain Service Workers in compliance with N.J.S.A. 34:21-16, et seq. This obligation includes, without limitation: extension of a written offer of employment to existing workers in the form required by N.J.S.A. 34:21-19; notice to the workers' union representative; and retention of the affected workers' employment for at least 60 days or until the contract is terminated, whichever is earlier. These requirements shall not apply if the Contractor has agreed to assume and be bound by an existing collective bargaining agreement that provides for the terms and conditions for the discharge or layoff of affected employees. Notwithstanding anything to the contrary, Contractor agrees to indemnify and hold harmless the Agency, its officers and employees in the event liability is assessed for any violation pursuant to N.J.S.A. 34:21-18.

3.3 New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.26, et seq.): 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 Prevailing Wage Act. Contractor's signature on this Addendum is its guarantee that neither it nor any subcontractors employed to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Act. Contractor's signature on this Addendum is also its guarantee that it and any subcontractors employed to perform the work covered by the Contract and this Addendum shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

4.0 GENERAL COMPLIANCE:

4.1 New Jersey Business Registration: Pursuant to N.J.S.A. 52:32-44, State agencies are prohibited from entering into a contract with an entity unless the bidder *and each subcontractor* named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The Contractor and any subcontractor providing goods or performing services under a contract amended hereby, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 54:32B-1, *et seq.*, on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue and Enterprise Services at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

4.2 Public Works Contractor Registration Act: The Public Works Contractor Registration Act ("PWCRA"), N.J.S.A. 34:11-56.48, *et seq.* requires that all contractors, *including subcontractors*, register with the Department of Labor and Workforce Development 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 or enter into any contract for public work, as defined at N.J.S.A. 34:11-56.26(5), unless the contractor is registered pursuant to the PWCRA. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to the PWCRA at the time the bid is made. The PWCRA 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.

4.3 Ownership Disclosure: If Contractor is an entity to which N.J.S.A 52:25-24.2 is applicable, prior to execution of the Contract by Contractor, Contractor shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partners is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning a 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding the 10% ownership criteria have been listed.

4.4 Certification of Non-Involvement in Prohibited Activities in Iran, Russia or Belarus: Pursuant to N.J.S.A. 52:32-58 and P.L. 2022, c.3, the Contractor must certify that neither the Contractor nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3) or in § 1(e) of P.L. 2022, c.3), are listed on the Treasury's lists of persons or entities engaging in prohibited investment activities in Iran, Russia or Belarus and that none are involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f) or in P.L. 2022, c.3. *Contractor's signature on this Addendum shall constitute Contractor's required certification* unless the Agency, in its sole discretion, shall require a separate form of certification. If Contractor is unable to so certify, Contractor shall provide a detailed and precise description of such activities.

4.5 Worker and Community Right to Know Act: The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, *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), a/k/a hazardous substance fact sheets, must be furnished.

4.6 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, may be used in such work.

4.7 Services to be Provided in the United States: Pursuant to N.J.S.A. 52:34-13.2 and E.O. 129 (2004), 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.

A. Source Disclosure Requirements: All persons or entities 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, Contractor shall submit with this Addendum an approved Source Disclosure Certification Form.

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

B. 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, any 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, Contractor shall be deemed to be in breach of the contract and the contract shall be subject to termination for cause pursuant to the Standard Terms and Conditions of the RFP, unless such shift shall have been previously approved in writing by the Agency.

4.8 Debarment and Suspension: *Contractor's signature on this Addendum is a guarantee that neither Contractor nor any employees or subcontractors they might employ to perform the work covered by this Contract has been suspended or debarred by any state or federal entity.* For contracts funded fully or in part by the Federal Government, in addition to the requirements of any contract with NJHMFA (and any addenda thereto) concerning debarment and suspension (see, e.g. E.O. 34 (1976); E.O. 189 (1988)) and any similar Federal contract requirements (see Exec. Orders No. 12,549, 3 C.F.R. 1986 Comp., p. 189; 12,689, 3.C.F.R. 1989 Comp., p. 235), a contract award (see 2 CFR 180.220) may not be made to certain persons or entities designated below. For an explanation of procurement contracts that are included as covered transactions, see 2 C.F.R. § 180.220. Contractor represents that neither it, nor any subcontractor, employee, or any other person or entity is listed on the governmentwide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders No. 12,549 and 12,689. SAM Exclusions contains the names of persons debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12,549. Contractor shall provide appropriate certifications to the Agency to that effect and shall update and correct any certifications to reflect the current status of any such persons who shall have been so listed during the term of the Contract.

4.9 Applicable Laws: Contractor must comply with all State, Federal, and local laws, rules and regulations applicable to this Contract and to the goods delivered and/or services performed hereunder. Contractor shall

be fully responsible to the Agency for the actions or inactions of its subcontractors, agents, servants and employees.

5.0 NOTICE REGARDING SET-OFF FOR TAXES (N.J.S.A. 54:49-19a): Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The Director of the Division of Taxation, in consultation with the Office of Management and Budget in the Department of the Treasury, shall establish procedures and methods to affect a set-off. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established at N.J.S.A. 54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under N.J.S.A. 54:49 shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32, *et seq.*, to the taxpayer, the provider of goods and services, or the contractor or subcontractor of construction projects shall be stayed.

6. DOCUMENTS AND DOCUMENT RETENTION:

6.1 Open Public Records Act:

- A. **Bids and Bidders:** Contractor and all bidders (“Bidders” and each, a “Bidder”) agree and understand that 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 (“OPRA”), N.J.S.A. 47:1A-1, *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 must designate specific information as not subject to disclosure if the Bidder has a good faith legal/factual basis for such assertion. The Agency, in its sole discretion, reserves the right to make the determination and will advise the Bidder accordingly. The location in the bid proposal of any such designation must 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.

- B. **Contracts; Invoices; Billings:** Contractor agrees and understands that contracts entered into with the Agency and any subsequent billings, invoices, payment statements, and correspondence arising therefrom are, with limited exception, subject to public disclosure pursuant to OPRA and the common law.

6.2 Document Retention: The Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the Agency and to the New Jersey Office of the State Comptroller (“OSC”) or any other government agency upon request.

7.0 Reserved

8.0 APPLICABLE LAW; VENUE; CLAIMS:

8.1 Claims: Any claims asserted against NJHMFA shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.* (except N.J.S.A. 59:13-9). While this statute is not applicable by its terms to claims arising under contracts with NJHMFA because of its status as a “sue and be sued

entity”, Contractor nevertheless agrees that it shall be applicable to all claims arising under this Contract. It is acknowledged by the Parties that NJHMFA is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.* Notwithstanding any provision to the contrary in any form of contract, invoice, correspondence, email or any other document propounded by the Contractor, the Agency does not waive or limit any rights provided by any applicable statute of limitations or the tolling thereof pursuant to law.

- 8.2 Arbitration:** Notwithstanding any provision to the contrary in any form of contract, invoice, correspondence, email or other document propounded by Contractor, the Agency shall not be required to arbitrate any disputes or claims.
- 8.3 Non-Indemnification:** Notwithstanding any provision to the contrary reflected in any form of contract, invoice, correspondence, email or any other document propounded by Contractor, Contractor understands and agrees that NJHMFA will not indemnify Contractor, its agents, employees or subcontractors with respect to any claims.
- 8.4 New Jersey Law and Venue:** Notwithstanding any provision to the contrary reflected in any form of contract, invoice, correspondence, email or any other document propounded by Contractor, it is agreed and understood that any contracts and/or orders placed as a result of the Contract and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey and that any litigation arising from or related to this Contract shall be venued in the Superior Court of New Jersey, Mercer County or in the U.S. District Court serving Mercer County.

9.0. NO PAROL MODIFICATION: No modification of the terms of the Award Letter, the Contract or of this Addendum shall be effective unless specifically referenced and memorialized in a writing signed by the Contractor and by the Agency. Authorized emails and electronic signatures of Contractor otherwise complying with the foregoing and expressing Contractor’s consent to terms proposed by the Agency, in the Agency’s sole discretion, may be deemed acceptable. Purported modifications appearing in invoices, receipts, cover letters or other documents propounded by Contractor shall not be effective unless specifically agreed in a separate writing signed by the Agency.

10. CONSTRUCTION: Notwithstanding anything to the contrary in any forms of contract, invoices, correspondence, email or any other documents propounded by Contractor, they shall nevertheless be subject to the terms of the Award Letter, to the Agency’s standard form of contract, and to this Addendum. The Award letter issued to Contractor by the Agency shall control, subject to the terms of this Addendum. In the event of a conflict between this Addendum and the Contract or any form of contract propounded by Contractor, the Addendum shall control, except, and only to the extent that the Award Letter or the Agency’s standard form of contract expressly states that such an exception to the terms of this Addendum has been made. Failure of the Agency to enforce any provision of the contract shall not constitute a waiver. Any terms of the within contract or any addenda thereto determined to be invalid or otherwise unenforceable shall be severable and the remaining provisions shall nevertheless constitute the terms of the agreement between the parties.

11. EXECUTION IN COUNTERPARTS: This Addendum may be executed in counterparts. Each such counterpart, being duly executed by the party to be bound thereby, taken collectively, shall constitute full execution hereof.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of _____, 202__ .

WITNESS/ATTEST:

CONTRACTOR

Date: By: _____

WITNESS/ATTEST: NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

Date: By: _____

SPECIMEN