

NJHMFA ADDENDUM TO CONTRACT

(Rev.3/22)

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 the 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 by 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 Executive Commission on Ethical Standards.
- 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 Executive Commission on Ethical Standards, 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 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 said officer 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 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 Executive Commission on Ethical Standards 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.

2.0 COMPLIANCE:

2.1 Equal Employment Opportunity: Contractor shall 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 set forth in Sections 3.0 and 4.0 below. By signing this Addendum, Contractor indicates its intent to comply with said requirements.

2.2 New Jersey Business Registration: Pursuant to N.J.S.A. 52:32-44, the State is 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 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, P.L. 1966, c. 30 (<http://www.state.nj.us/treasury/revenue/busregcert.shtml>). 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 at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

2.3 Executive Orders 34 (2006) & 151 (2009); Set-Aside Programs: In accordance with Executive Order 34 and Executive Order 151, the Agency encourages the participation of SBE, MBE, WBE, VOB and OB vendors both as primes and subs. If the Contractor is a 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, Veteran-Owned Businesses or Disabled Veteran-Owned Businesses, contractor shall make and document its good faith efforts to solicit and to award subcontracts to qualified entities pursuant to N.J.A.C. 17:13-4.2, *et seq.* and 17:14-4.2, *et seq.*

2.4 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.

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

2.5 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 Contractor's signature on this Addendum is his guarantee that neither he nor any subcontractors he 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 Contractor's signature on this Addendum is also his guarantee that he and any subcontractors he might employ 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.

2.6 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 or enter into any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.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 (C.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).

2.7 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) a/k/a hazardous substance fact sheet, must be furnished.

2.8 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.

2.9 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.*

2.10 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.

2.11 Pay to Play Prohibitions: Pursuant to N.J.S.A. 19:44A-20.13, *et seq.* (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. make or solicit a contribution in violation of the statute;
- b. knowingly conceal or misrepresent a contribution given or received;
- c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. 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 Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.12 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. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>

2.13 Requirements of N.J.S.A. 52:34-13.2 and 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.

- 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, the 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, 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 RFP, unless such shift shall have been previously approved by the Agency.

2.14 Requirements of Executive Order 151 (2009):

A. Small Business Enterprise Requirement:

It is the policy of the Agency and as required by Executive Order 151 (“E.O. 151”) that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“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 Division as SBEs. Be advised that the Agency shall 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 Division 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, 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.

Furthermore, 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 Executive Order 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 degrees 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%

2.15 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 Department of 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. *The 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 the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

2.16 Debarment and Suspension: The 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 and any similar Federal contract requirements (see, U.S. Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.220) may not be made to certain persons or entities described below. 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension.” 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 12549. 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.

2.17 Required COVID-19 Vaccinations/Testing - E.O. 271 (2021). [Does not apply to: contracts to be performed outside New Jersey; contracts which are below bid advertisement thresholds pursuant to N.J.S.A. 52:34-7 (as may be adjusted from time to time); or contracts solely for the provision of goods]. Pursuant to Executive Order 271 (2021) (“E.O. 271”) all covered contractors *and subcontractors* must have policies in place to ensure that all workers who may enter any premises utilized by a State agency, or who may provide services to State employees or their dependents, or to the general public, are fully vaccinated against Covid-19. Proof of vaccination must comply with §3 of E.O. 271.

Workers who are not “fully vaccinated” (as defined in §8 of E.O. 271) must be tested for Covid-19 at least weekly in a manner consistent with the requirements of §4 of E.O. 271. Covered contractors (including subcontractors) must have a policy in place for tracking test results and reporting the same to the local public health department.

All contractors shall ensure that any subcontractors providing services relating to this contract shall include the terms of E.O. 271 in their contracts. Each invoice submitted shall include a certification of compliance with E.O. 271 for the period covered by such invoice.

Failure to comply in all respects with E.O. 271 shall be a breach of contract and may also subject the contractor and subcontractor to penalties consistent with §14 thereof. The full terms of E.O. 271 are hereby incorporated by reference into any contract or renewal of any contract with NJHMFA. The full text of E.O. 271 (2021) may be found at: <https://nj.gov/infobank/eo/056murphy/pdf/EO-271.pdf> .

2.18 Compliance – Laws: The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.19 Compliance – State Laws: It is agreed and understood that any contracts and/or orders placed as a result of contract shall be governed and construed 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.

2.20 Compliance – Arbitration: Notwithstanding any contractual provision to the contrary, the Agency shall not be required to arbitrate any disputes or claims.

2.21 Construction: In the event of a conflict between this Addendum and the Contract, the Addendum shall control.

3.0 EQUAL EMPLOYMENT OPPORTUNITY - 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:

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, sex 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 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, sex 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. 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, sex 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 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.

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, sex 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, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, 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 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)

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code and N.J.A.C. 17:27.

3.1 New Jersey Diane B. Allen Equal Pay Act (P.L. 2018, c. 9):

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>.

4.0 AFFIRMATIVE ACTION COMPLIANCE NOTICE - N.J.S.A. 10:5-31 and N.J.A.C. 17:27; GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS:

This is a summary of the Contractor’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 Contractor 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 Contractor.

The undersigned Contractor 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.

5.0 NOTICE REGARDING SET-OFF FOR TAXES - N.J.S.A. 54:49-19: 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 or 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, in consultation with the Director of the

Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The director 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 under R.S. 54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section 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 P.L.1987, c.184 (C. 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.

6.0 CONTRACTOR'S AGREEMENTS PURSUANT TO N.J.S.A. 10:2-1:

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, nationality, sex 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, 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, sex 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 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.

The undersigned Contractor certifies that Contractor to be bound by and will comply with the requirements of N.J.S.A. 10:2-1, *et seq.*

7.0 DOCUMENTS AND DOCUMENT RETENTION:

7.1 Open Public Records Act:

A. **Bids and Bidders:** Contractor and Bidders 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, (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.**

All bid proposals, with the exception of information determined by the Agency or a court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued.

- 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 the Open Public Records Act, (N.J.S.A. 47:1A-1, *et seq.*) and the common law.

7.2 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 New Jersey Office of the State Comptroller upon request.

8.0 NOTICE REGARDING CONTRACTS RELATED TO SANDY RECOVERY FUNDS: Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

9.0 CLAIMS: Any claims asserted against the NJHMFA shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.* (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the NJHMFA as a “sue and be sued entity”, Contractor nevertheless agrees that it shall be applicable to all claims arising under this Agreement. It is acknowledged by the Parties that the 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 reflected in any agreement, Contractor understands and agrees that NJHMFA does not indemnify Contractor, its agents, employees or sub-contractors with respect to any claims arising therefrom.

10.0 OWNERSHIP DISCLOSURE: If the Contractor is a partnership or corporation to which N.J.S.A 52:25-24.2 is applicable, prior to execution of the contract by the Contractor, the 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 stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 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 established in this act, has been listed.

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

WITNESS/ATTEST:
AGENCY

NEW JERSEY HOUSING AND MORTGAGE FINANCE

Date:

By: _____

WITNESS/ATTEST:

CONTRACTOR

Date: _____

By: _____

SAMPLE