

## NJHMFA SUMMARYADDENDUM TO CONTRACT

**WHEREAS**, the New Jersey Housing and Mortgage Finance Agency ("NJHMFA" or the "Agency") is 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 Summary Addendum and to incorporate by reference certain provisions of law and policy as they relate to contracts with the Agency; and

**WHEREAS**, the Contractor represents that it has read, understood and agreed to each of the provisions of law or policy described below and as the same are more fully set forth in the NJHMFA Contract Addendum (the "Contract Addendum"), attached as Exhibit "A" and/or which are available for inspection on the NJHMFA website at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml> .

**NOW THEREFORE**, it is agreed that the Contract is amended to include and to incorporate by reference each of the aforementioned NJHMFA Contract Addendum provisions, which are summarized generally below. The following provisions, which are set forth more fully in the NJHMFA Contract Addendum, are hereby added to the Contract and fully incorporated therein:

- 1.0 **CONFLICTS OF INTEREST: Ethical Standards: No Gifts, Gratuities or Undue Influence:** N.J.S.A. 52:34-19; E.O. 189 (1988); 31 U.S.C. 1352.
- 2.0 **COMPLIANCE:**
  - 2.1 **Equal Employment Opportunity; Law Against Discrimination:** N.J.S.A. 10:5-31, *et seq.*
  - 2.2 **New Jersey Business Registration Required:** N.J.S.A. 52:32-44; **Sales Tax**, N.J.S.A. 54:32B-1.
  - 2.3 **Small Businesses, Minority/Women/Veteran-Owned Businesses:** E.O. 34 (2006), E.O. 151 (2009); (Set-aside Contracts Only) N.J.A.C. 17:13-4.2, *et seq.* and 17:14-4.2, *et seq.*
  - 2.4/2.5 **Prevailing Wages** (Building Services Only): **State Building Services Contracts Act**, N.J.S.A. 34:11-56.58, *et seq.* & N.J.A.C. 12:64-1.1, *et seq.*; **New Jersey Prevailing Wage Act**, N.J.S.A. 34:11-56.25, *et seq.* (Maintenance and Other Public Works).
  - 2.6 **Public Works Contractor Registration Act, Contractor and Subcontractors:** N.J.S.A. 34:11-56.48, *et seq.*; N.J.S.A. 34:11-56.55.
  - 2.7 **Worker & Community Right to Know Act:** N.J.S.A. 34:5A-1, *et seq.*, N.J.A.C. 8:59-1.1, *et seq.*
  - 2.8/2.9 **Equal Opportunity: Veterans**, 41 CFR 60-300; **Persons with Disabilities**, 41 CFR 60-741; **Americans with Disabilities Act**, 42 U.S.C. 12101, *et seq.*
  - 2.10 **Buy American:** N.J.S.A. 52:32-1.
  - 2.11 **Pay to Play Prohibitions:** N.J.S.A. 19:44A-20.13, *et seq.*; N.J.S.A. 19:44A-20.21.
  - 2.12 **Political Contribution Disclosure:** N.J.S.A. 19:44A-20.27.
  - 2.13 **Services to be Performed in the U. S.:** (Contracts for Services Only): N.J.S.A. 52:34-13.2; E.O. 129 (2004).
  - 2.14 **Small Business Enterprises:** E.O. 151 (2009).
  - 2.15 **Certification of Non-Involvement in Prohibited Activities in Iran, Russia or Belarus:** N.J.S.A. 52:32-58 and P.L. 2022, c.3.
  - 2.16 **Debarment/Suspension:** *Contractors/Subs not debarred or suspended.*
  - 2.17 **Required COVID-19 Vaccinations/Testing:** E.O. 271 (2021) (Except contracts outside NJ; contracts below bid advertisement threshold under N.J.S.A. 52:34-7; or for sale of goods). *All employees and sub-contractors must be vaccinated; unvaccinated to be tested weekly.*
  - 2.18 **Compliance – Laws/Regulations/Policies:** *Contractor must comply with all Agency policies, local, State and Federal laws, rules and regulations.*

- 2.19 **Compliance – State Laws:** *N.J. Law governs; All litigation to occur in NJ.*
- 2.20 **Compliance – Arbitration:** *The Agency shall not be required to arbitrate any disputes.*
- 2.21 **Contract Construction:** *In the event of a conflict between this Summary Addendum and the Contract Addendum or between the NJHMFA Contract Addendum and the Contract, the NJHMFA Contract Addendum shall govern.*

3.0/3.1/4.0 **EQUAL EMPLOYMENT OPPORTUNITY: Non-Discrimination:** N.J.S.A. 10:5-31, *et seq.*; N.J.A.C. 17:27; (Contracts for Goods and Services); **Equal Pay:** N.J.S.A. 10:5-12; **Affirmative Action:** N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

5.0 **SET-OFF FOR TAXES:** N.J.S.A. 54:49-19.

6.0 **DISCRIMINATION, TERMINATION OF CONTRACT, PENALTIES:** N.J.S.A. 10:2-1, *et seq.*

7.0 **DOCUMENTS AND DOCUMENT RETENTION:** *All documents are, with limited exception, subject to public disclosure under OPRA (N.J.S.A. 47:1A-1, et seq.). Documents must be retained for five years.*

8.0 **CONTRACTS POSTED ONLINE** (Sandy Recovery-Related Only): E.O. 125 (2013).

9.0 **CLAIMS: Applicability of N.J. Contractual Liability Act,** N.J.S.A. 59:13-1, *et seq. (except § 9)* notwithstanding “sue and be sued” status”; **N.J. Tort Claims Act,** N.J.S.A. 59:1-1, *et seq.*; *No indemnification by NJHMFA.*

10.0 **OWNERSHIP DISCLOSURE BY CONTRACTOR:** N.J.S.A 52:25-24.2.

The Contractor acknowledges and understands that this Summary Addendum is a summary only of the terms and conditions more fully set forth in the NJHMFA Contract Addendum attached as Exhibit “A” and/or which is available for inspection on the NJHMFA website at: <https://www.nj.gov/dca/hmfa/about/procurement/index.shtml>

By signing this Summary Addendum, *Contractor expressly agrees to the specific provisions set forth more fully in the NJHMFA Contract Addendum, which are hereby fully incorporated by reference in any contract with the Agency.* This Addendum may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Summary Addendum as of \_\_\_\_\_, 202\_\_

Date:

WITNESS/ATTEST:

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_

(Title)

Date:

WITNESS/ATTEST:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

\_\_\_\_\_

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