

CONTRACT BETWEEN
NJ Sea Grant Consortium
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: EC16-011

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

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TABLE OF ATTACHMENTS ATTACHED*

- A. Additional Provisions and Special Modifications yes no
- A-1. Additional Federal Funded Agreement Provisions. yes no
- A-1-A. Certification of Lobbying and Disclosure of Lobbying Activities. yes no
- A-2. [Reserved for Future Use]
- A-3. U.S. Environmental Protection Agency Funded Agreements yes no
- A-4. Community Development Block Grant (CDBG) Funded Projects yes no
- B. Approved Project Budget yes no
- B-1. Itemization and Justification of Budget. yes no
- B-2. Approved Advance Payment yes no
- C. Expenditure Report yes no
- D. Scope of Services yes no
- D-1. Project Requirements. yes no
- D-2. Contractor's Proposal yes no
- E. Governing Body Resolution Corporate Resolution Certified Resolution yes no
- F. Subcontractor Certification yes no
- G. Statement of Adequacy of Accounting System yes no
- H-1. Chapter 51 – Vendor Certification and Disclosure of Political Contributions (2 years) ... yes no
- H-2. Ownership Disclosure Form yes no
- H-3. Chapter 271 – Vendor Certification and Political Contribution Disclosure Form yes no
- RB. Reference Bibliography. yes no

H4 SOURCE DISCLOSURE & HISTORIC ACTIVITIES yes

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

Federal Award Information

Federal Awarding Agency: US Department of Housing and Urban Development Federal Award Name: CDBG-DR Federal Award Identification Number (FAIN): B-13-DS-34-0001 Federal Award Date: March 5, 2013; November 18, 2013; October 16, 2014 Total Amount of the Federal Award: \$ 4,174,429,000.00
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GENERAL TERMS AND CONDITIONS

I. Contract Award Data and Signatures

Contractor's - Name: (the "Contractor")	NJ Sea Grant Consortium
Address:	1 Castle Point Terrace Hoboken, NJ 07030
Vendor ID #:	221487354
Financial Officer's - name:	Augustine Anfuso
- Title: (the "Chief Financial Officer")	Fiscal Officer

The State of New Jersey (The "State")	
Department of Environmental Protection (the "Department" or the "DEP")	
Contracting agency's - name:	Office of Engineering and Construction (the Contracting Agency)
- address:	Mail Code 501-01A, P.O. Box 420 Trenton, NJ 08625

	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
Source of Funds	State General Fund		
	Federal	\$ 123,745.00	14.269/Hurricane Sandy CDBG-DR
	Contractor		
	Other (i.e. bond fund, tax fund etc.)		
		\$ 123,745.00	TOTAL APPROVED PROJECT AMOUNT

Work Period: The "effective date" of this contract agreement is the date the Contractor executes it or the date the State executes it, whichever date is later. The "work period" for this contract commences on 10/1/2015 or the effective date, whichever is earlier later, and runs for a period of 18 months thereafter. *Contract funds may be used only to satisfy obligations which arise during the work period.

Purpose and Authority: Contract Project to be funded: **Technical Assistance for Rebuild by Design - Hudson River**
 Statutory Authority for this Contract: **NJDEP General Contract Authority, N.J.S.A. 13:1D-9(q)**
 Contract will will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Contract"), the Contractor agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

STATE AND CONTRACTOR APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Contractor **

(signature)
_____, Deputy Attorney General
(print name)

(signature)
_____, Attorney for Contractor
(print name)

Date: _____

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form has has not been provided to the Contracting Agency by the Deputy Attorney General.

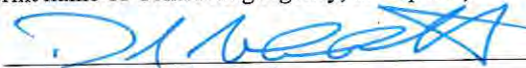
** Approval of this agreement by an attorney for Contractor is mandatory optional.

APPROVAL OF CONTRACTING AGENCY

Office of Engineering and Construction

(print name of Contracting Agency; all capitals)

By:


(signature)

DAVID ROSENBLATT
(print name)

ADMINISTRATOR
(print title)

Date: 10-20-15

EXECUTION SIGNATURES


By the signatures below, the Contractor and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

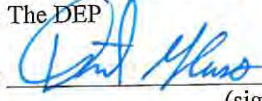
SIGNED

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

(print Contractor's name; all capitals)
By: 
(signature)

By: 
(signature)

(Print name) *Claire Antonicci*
(print title) *Executive Director*

(print name) *David Glass*

(print title; Commissioner or authorized delegate)

Date: 10/28/2015

Deputy Commissioner
Date: 10/22/15

II. Compliance with Existing Laws and Policies

The Contractor, in order to induce the State to award the contract and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Contractor agrees to comply with it. The Contractor warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Contractor further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Contractor agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this agreement, the Contractor agrees as follows:
 1. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Contractor shall, 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 or sex;
 3. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contract officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor shall include these same provisions in any subcontract for work in furtherance of this agreement.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Contractor represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Contractor represents and warrants:
 1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Contractor shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- F. The Contractor shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Contractor warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Contractor shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Contractor warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 - 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx>, and
 - 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Contractor shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Contractor must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
 - \$1,000,000 Bodily Injury, Each Occurrence
 - \$1,000,000 Disease Each Employee
 - \$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Contractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the contract is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the contractor's performance, attempted performance, or failure to perform in connection with this contract (collectively, "performance"), regardless of whether such performance was undertaken by the Contractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive

examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Contractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Contractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Contractor shall not assert any defense which would be available to the State but not to the Contractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This contract to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this contract. The Contractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Contractor in writing and shall have a copy of such claim forwarded to the Contractor.

V. Assignments and Subcontracts

The Contractor shall not subcontract any of the work or services covered by this contract nor shall any interest be assigned or transferred, except as may be provided for in this contract or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Contractor shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Contractor shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this contract.
- C. The Contractor shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this contract which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any contract only those funds which have been appropriated and are available during the State fiscal year in which the contract is executed. For any contract which will be completed during that fiscal year, the State's contract amount will be fully encumbered and committed. However, for any contract, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full contract amount and the full funding of the contract may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this contract is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this contract shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Contractor, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this contract.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Contractor of the contractual responsibilities arising under its procurements. The Contractor is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this contract.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

- A. Payment under this contract will be made upon submission by the Contractor of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Contractor that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Contractor upon receipt by the Department of a properly executed copy of this contract, signed by an appropriate officer of the Contractor organization, together with a properly executed invoice form.
 2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
 3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the contract will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this contract, Contract Closeout Procedures.
 4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this contract.
 5. Contractor may not use any contract funds to satisfy any obligation which arose outside the work period.
- B. If this contract includes federal funds, all invoices must be submitted by the Contractor and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Contractor shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Contractor from contract-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of contract funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Contractor's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Contractor cannot comply with the requirements established in this Section XII, Financial Management System.

- A. Contractor financial management system shall provide for:
1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
 2. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Contractor's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 5. accounting records that are supported by source documentation,
 6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Contractor, whenever funds are advanced by the Department, and
 7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Contractor's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the contract may be required by the Department upon written notice to the Contractor.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this contract. The budget shall be itemized to disclose specifically the contract tasks and project activities to be funded.
- B. The Contractor shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Contractor's Chief Financial Officer.
- C. The Contractor shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each contract task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of contract tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Contractor shall submit a final report on its overall performance of this contract, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this contract or any other contract entered into between the Department and the Contractor and shall take action to suspend payments to the Contractor by other State agencies.
- G. If the Contractor has a history of unsatisfactory performance or the Contractor does not submit satisfactory reports, the Department may require additional and more detailed reports from the Contractor.

XIV. Monitoring Performance

- A. The Contractor shall continually monitor its performance under this contract to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal.
- B. The Contractor shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or contract tasks within established time periods; and
 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more contract tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 1. review project accomplishments and management control systems,
 2. audit the financial records pertaining to this contract, and
 3. provide such technical assistance as may be required.
- D. If the Contractor is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Contractor to obtain additional Department approvals before proceeding or requiring the Contractor to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. All contracts are subject to audit by the State. This contract may be audited at the discretion of the State up to five (5) years after the date of last payment under this contract or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Where an audit conducted hereunder indicates any noncompliance by the Contractor with the material terms and conditions of this contract, the Contractor shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this contract, Contract Amendment; Section XVIII of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Contractor should be disallowed as beyond the scope or the purpose of this contract, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Contractor shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- C. In any case, this contract is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon previous audits of the contract.

XVI. Contract Amendment

If it desires to amend this contract, the Contractor must submit a written request to the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Contractor or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this contract, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Contract Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Contractor consents to, any amendment to the scope of the services to be performed by the Contractor, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Contractor may obtain approval directly from the Contract Officer to transfer amounts of up to \$20,000 or 10% of the total contract amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective,

or deliverables. If the total contract amount is less than \$25,000, the Contract Officer may disregard the 10% limitation and approve transfers of up to \$2,500.

1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the contract budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
1. the Department notifies the Contractor, that the Contractor is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the contract or to fulfill the purposes of this contract,
 2. the Department notifies the Contractor at least thirty (30) days in advance of any reduction,
 3. after consultation, the Contractor is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the contractor's fixed costs when making any reduction.
- C. The Contract Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Contract Officer at least thirty (30) days in advance of the scheduled end of the work period. The Contract Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Contract Officer may approve proposed Contractor substitutions to the personnel and/or subcontractors identified and approved for this contract. The Contractor must submit a written request to the Department which includes:
1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

The closeout of this contract shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Contractor. This process shall include the steps enumerated below.

- A. The Contractor shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Contractor.
- B. The Contractor shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.
- C. The Contractor shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this contract, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Contractor shall account for any property acquired with contract funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this contract, Property Management Standards.
- F. The Contractor shall comply with any Federal audit or closeout procedures applicable to this contract and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this contract.
- G. The Department retains the right to request any additional information necessary to close out this contract and may retain any final contract payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
1. Termination - The "termination" of this contract means the cancellation of unsatisfied contractual obligations prior to the completion of the contract tasks by the Contractor. Work should stop unless the Contractor wants to continue at its own expense.
 2. Expiration Date - The "expiration date" of this contract is the agreed upon date at which time the term of this contract automatically ends absent a formal written amendment executed by the parties. The expiration date of this contract shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 3. Suspension - The "suspension" of this contract means a temporary cessation of State support or assistance pending corrective action by the Contractor or pending a decision to terminate the contract by the Department. Work should stop unless the Contractor wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Contractor fails to comply with any term, condition, requirement, or provision of this contract or fails to make sufficient progress so as to reasonably ensure completion of performance of this contract within the time frames set forth herein, the Department may upon notice to the Contractor suspend this contract and withhold further payments, prohibit the Contractor from incurring additional obligations of contract funds pending corrective action by the Contractor, or decide to terminate this contract in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Contractor to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this contract, in whole or in part, upon thirty (30) days notice, whenever it determines that the Contractor has failed to comply with any term, condition, requirement, or provision of this contract or fails to make sufficient progress so as to reasonably ensure completion of performance of this contract within the time frames set forth therein. The Department shall promptly notify the Contractor, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Contractor and the Contractor shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Contractor to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this contract, Closeout Procedures, shall apply in all cases of termination of this contract.

XIX. Access to Records

- A. The Contractor agrees to make available to the Department, any Federal agency whose funds are expended in the course of this contract, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Contractor's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Contractor prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Contractor to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Contractor or by independent certified public accountants or licensed public accountants hired by the Contractor to perform such audits.

XX. Record Retention

- A. The Contractor shall retain financial records, supporting documents, statistical records, and all other records in the contractor's financial management system or otherwise pertinent to this contract (a) for a period of five (5) years from the date of last payment under this contract the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 2. Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Contractor when it determines that the records possess long term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this contract requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this contract, or by said delegate's successor or superior, if any.
- B. If the Contractor is a municipal or county government agency, the Contractor must submit with this contract a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.
- C. If the Contractor is a corporation or partnership, the Contractor must submit with this contract a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Contractor is a corporation incorporated outside of New Jersey, the Contractor must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Contractor is neither a government agency nor a corporation and if the Contractor has neither a residence nor a place of business in New Jersey, the Contractor hereby irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this contract. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Contractor at the address shown in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Contractor is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Contractor for documented administrative expenses. If this contract is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this contract is funded by the State, interest above \$100 per year may be retained by the Contractor for purposes of this contract or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Contractor has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Contractor shall return the funds to the Department no later than thirty (30) days after the request. Where the Contractor fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Contractor was notified of the debt. If the Contractor is successful on appeal, the accrued interest will be canceled.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this 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 including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this Contract; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Contractor proposal; and (3) the contractor's proposal (D-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of this Contract.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract or the breach of it will proceed as follows:
1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Contractor warrants that it is aware of the work required to be performed under this contract, that it has the capabilities and credentials required by the contract, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this contract.
- E. Disclaimer of Agency Relationship: The contractor's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the contract shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Contractor or its subcontractors.
- F. Computation of Time: When the contract refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Contractor, in the course of its duties under this contract, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this contract.
- H. Captions and Headings: Captions and headings used in this contract are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this contract shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written contract which supersedes all such prior understandings and agreements. Neither party enters into this contract in reliance on any statement nor representation of the other which is not reiterated herein, or incorporated herein by reference.
- K. Successor and Assigns: This contract shall be binding upon any successors or assigns of the Contractor. The State may, in its sole discretion, reject any proposed successor or assign of the Contractor.
- L. Counterparts: This contract may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Contractor or the Contracting Agency shown in Section I, Contract Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

- N. Waiver of Breach: The waiver by either party of any breach of this contract shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Contractor waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this contract, Contractor shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Contractor shall provide notice to the Department in the manner provided for by this contract within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this contract or a revised version of any attachment incorporated in this contract. At the Department's sole discretion, a change in ownership or failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this contract.

**CONTRACT
BETWEEN
NJ Sea Grant Consortium
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC16-011

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the contract between **NJ Sea Grant Consortium** and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this contract, Insurance.)

A. The Contractor maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- insurance
 self-insurance
 not required

2. automobile liability

- insurance
 self-insurance
 not required

3. worker's compensation

- insurance
 self-insurance
 not required

4. employer's liability

- insurance
 self-insurance
 not required

B. Certificates of insurance or documentation of self-insurance

- is on file with the Department.
 will be forthcoming within 30 days after the effective date of this contract.
 other (explain)

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this contract, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the contract (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures) is

- fully funded.
 partially funded in the amount of \$ _____.
 not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this contract, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
 authorized for \$_____.
 not applicable.
- B. Progress payments
 shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
 shall be based on actual expenditures submitted on a _____ (e.g. mo./qtr.) basis accompanied by receipts.
 shall be made on submission of deliverables in accordance with the project specifications and requirements.
 are not applicable.
- C. Final payment of _____
(amount or description)
 shall be withheld pending receipt of all final reports.
 is not applicable.
 (other, specify) _____.

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this contract, Matching and Cost Sharing Requirements.)

- The Contractor shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
 Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this contract, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this contract shall be
 paid to the Department.
 retained by the Contractor.
 not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this contract, Project Income, shall be
 added to funds committed to the project by the Department and used to further eligible project objectives.
 deducted from the total project costs for the purpose of determining the net costs on which the Department shall base contract payments.
 paid to the Department.
 retained by the Contractor.
 not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this contract, Financial Management System.)

- A. A statement attesting to the adequacy of the Contractor's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this contract, Financial Management System,
 must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 is not required.
- B. Financial reports shall be prepared in a manner consistent with the Contractor's normal accounting records, which are kept on
 a cash basis.
 an accrual basis.
 modified accrual basis.
 (other, specify) _____.

VII. Financial and Performance Reporting (See Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted on a quarterly (e.g. mo./qtr.) basis, no later than 30 days immediately following the end of the period. (other, specify) _____, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a _____ (e.g. qtr./annual) basis. These reports should be submitted no later than 30 days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Contractor no later than 30 days after the Contractor's completion of all contract tasks, the expiration date of this contract, or the termination of this contract, whichever first occurs.

VIII. Audit Requirements (See Section XV of the General Terms and Conditions of this contract, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 15-08-OMB,
 - this contract is subject to a single audit and will be audited as such on Contractor's fiscal year.
 - this contract is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this contract is not subject to a single audit under paragraph A above,
 - the contract shall otherwise be audited at the end of the work period.
 - the contract may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this contract is audited under paragraph B above, the audit shall be conducted by
 - State auditors.
 - Department internal auditors.
 - a CPA firm appointed by Department.
 - a CPA firm chosen by the Contractor.
 - (other, specify) At the discretion of the Department.
- D. The Department's records show the Contractor's fiscal year ends on 6/30. The Contractor shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Contracting Agency identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, not later than nine months after the close of the Contractor's fiscal year.

IX. Contract Amendment (See Section XVI of the General Terms and Conditions of this contract, Contract Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) John H. Moyle, (title) Manager or the successor to that position (the "Contract Officer").

X. Authorizations and Disclosures (See Section XXI of the General Terms and Conditions of this contract, Approvals and Authorizations.)

- A. The Contractor is
 - a local government agency.
 - a New Jersey corporation.
 - an out-of-state corporation.
 - (other, specify) NJ Sea Grant Consortium
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is
 - a governing body resolution.
 - a corporate resolution.
 - a certified resolution.
 - no resolution.

- C. A Contractor's Stockholder Disclosure Statement is
- submitted herewith.
 - not applicable.
- D. A certificate of authority for Contractor to do business in New Jersey
- will be submitted.
 - is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this contract, Interest on Advance Payments and Disallowed Costs.)

- A. Interest above \$100 per year on advance payment of State funds
- may be retained by the Contractor for documented purposes under this contract.
 - shall be remitted to the Department on a quarterly basis.
 - will not exist because no advance payment is authorized.
 - (other, explain)

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

- B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this contract are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this contract. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- This Section XII does not contain modifications to the General Terms and Conditions of this contract.
- This Section XII does contain modifications to the General Terms and Conditions of this contract, and this Attachment A now comprises 4 pages.

ADDITIONAL TERMS AND CONDITIONS

**CONTRACT
BETWEEN**

NJ Sea Grant Consortium

(Name of Contractor)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: **EC16-011**

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at <http://www.sam.gov>.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Attachment A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
- (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Attachment A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A is is not required to be completed as part of this agreement

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

- A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.
- B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

- A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, (22 USC 7104(g), codified at 2 CFR Part 175) and the requirements contained in federal regulation 40 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.
- B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

- A. The Contractor shall ensure that all employees of the Contractor and the Contractor's sub-contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Contractor and the Contractor's sub-contractors shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.
- B. The Contractor agrees to make these forms available in accordance with the access to records and record retention provisions of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) number

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (<http://fedgov.dnb.com/webform>). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 064271570

**CONTRACT
BETWEEN
NJ Sea Grant Consortium
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: EC16-011**

CERTIFICATION REGARDING LOBBYING*

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions. (Attachment A-1-A, page 2)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See page 3 of 3 for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: a a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a a. bid/offer/application b. initial award c. cooperative agreement	3. Report Type: a a. Initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime Congressional District, if known:
6. Federal Department/Agency US Department of Housing and Urban Development	7. Federal Program Name/Description: CDBG-DR CFDA Number, if applicable: <u>14.269/Hurricane Sandy CDBG-DR</u>	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from no. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a).
Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CONTRACT BETWEEN

NJ Sea Grant Consortium

[NAME OF CONTRACTOR]
("Contractor/Consultant")

AND

THE STATE OF NEW JERSEY
BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: EC16-011

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECTS

I. BACKGROUND

In the aftermath of Superstorm Sandy, the United States Congress, through the Disaster Relief Appropriations Act of 2013, Public Law 113-2, appropriated approximately sixteen billion dollars (\$16,000,000,000) to HUD to be allocated as disaster recovery community development block grants among states, including the State of New Jersey ("State"), to provide crucial funding for recovery efforts ("Program" or "Activity") involving housing, economic development, infrastructure and the prevention of further damage to affected areas. Through the State's approved "Community Development Block Grant Disaster Recovery Action Plan" ("Action Plan") and Action Plan Amendments, it has received a U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG" or "CDBG-DR") for funding Superstorm Sandy ("Sandy") disaster recovery and other eligible events in calendar years 2011, 2012, and 2013.

Pursuant to FR-5696-N-01 (March 5, 2013) the State received a first allocation of \$1,829,520,000; pursuant to FR-5696-N-06 (November 18, 2013) the State received a second allocation of \$1,463,000,000; and pursuant to FR-5696-11 (October 21, 2014) the State received a third allocation of \$501,909,000 and an allocation of \$380,000,000 specifically designated for Rebuild by Design projects. Pursuant to 24 CFR 570.501, the New Jersey Department of Community Affairs ("DCA") has been designated to administer the State's CDBG-DR Program, which is subject to the federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. CDBG-DR funds are allocated by DCA for approved programmatic activity carried out by other state agencies. Oversight of specific programs covered by this agreement, including the redistribution of CDBG-DR funds to CDBG-DR-eligible entities, is implemented by the New Jersey Department of Environmental Protection ("DEP" or the "Department").

The purpose of this Addendum is to set forth requirements and procedures in addition to those stated in the above Contract for any Program supported in whole, or in part, by CDBG-DR funds.

II. ASSURANCES

Contractor/Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances.

To the extent that Contractor/Consultant utilizes any contractors/subcontractors, Contractor/Consultant shall require and ensure that each contractor/subcontractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any contracts/subcontracts entered into by Contractor/Consultant shall set forth these requirements.

Contractor/Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), and all other waivers granted by HUD. The failure to list herein a legal requirement applicable to services performed by Contractor/Consultant does not relieve the Contractor/Consultant from complying with that requirement.

In the occasion that two or more applicable rules, regulations, or procedures related to this agreement, incorporated into or otherwise referenced herein are in conflict with one another, the most proscriptive rule, regulation, or procedure shall apply.

THE GRANTEE/CONTRACTOR HEREBY AGREES TO THE FOLLOWING PROVISIONS (AS APPLICABLE):

III. GENERAL PROVISIONS

- A. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
- B. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.
- C. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).
- D. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
- E. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.

IV. PERSONALLY IDENTIFIABLE INFORMATION

- A. To the extent the Contractor/Consultant receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term "personally identifiable information" refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. Contractor/Consultant shall require all persons that have access to personally identifiable information (including contractors/subcontractors and their employees) to sign a Non-Disclosure Agreement (which can be found on page 10 of this Attachment A-4).

A review of the scope of work to be performed under this Contract has indicated that the Contractor/Consultant and all staff, consultants, contractors, and sub-contractors are are not required to complete a Non-Disclosure Agreement.

V. FINANCIAL MANAGEMENT AND PROCUREMENT

- A. *To the extent applicable*, Contractor/Consultant shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- B. Contractor/Consultant shall comply with all *applicable* laws pertaining to financial management, including 2 CFR Part 180 and 2 CFR Part 2424, which prohibit the making of any award or permitting any award (sub-grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses contractors or subcontractors, Contractor/Consultant must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. No contractors or subcontractors that are on the List may receive any CDBG funds.
- C. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Contractor/Consultant shall disclose in writing any potential conflict of interest to DPMC and DEP.
- D. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.

- E. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by contractors/subcontractors). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

VI. RECORDS AND RECORDS RETENTION

- A. The Contractor/Consultant shall be responsible for maintaining records, in accordance with N.J.A.C. 17:44-2.2(b), CFR 200.333, 24 CFR 570.502 and 570.506. Records shall be maintained for the longer of:
- 2 (a) a period of three (3) years from submission of the final expenditure report for the Program; and
 - (b) a period of five (5) years from the date of final payment.
- B. If any litigation, claim, or audit pertaining to the Contract has been started before the expiration of the five-year record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required five-year period, whichever is later.
- C. Contractor/Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

VII. FEDERAL LABOR STANDARDS: *To the extent applicable*, Contractor/Consultant shall comply with Federal Labor Standards, including:

- A. Section 110 of the Housing and Urban Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Community Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Contractor/Consultant (including its contractors/subcontractors) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
- B. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
- C. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
- D. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) (which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by Federal loans or grants and require payment of wages once a week and allows only permissible payroll deductions);
- E. Department of Labor regulations in parallel with HUD requirements above:
1. 29 CFR 1: Procedures for Predetermination of Wage Rates
 2. 29 CFR 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
 3. 29 CFR 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
 4. 29 CFR 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.

II. SECTION 3 REQUIREMENTS

- A. *To the extent applicable*, Contractor/Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended ("Section 3"). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD's website http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3, under Frequently Asked Questions (FAQs).
- B. Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:
- The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
 - The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR 135.*
 - The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
 - The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.*
 - The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.*
 - Noncompliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
 - With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

X. FAIR HOUSING AND NON-DISCRIMINATION

- A. *To the extent applicable*, Contractor/Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Contractor/Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.
1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d *et seq.*, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 2. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 3. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
 4. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term "building" does not include privately owned residential structures not leased by the government for subsidized housing programs.
 5. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
 6. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
 7. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
 8. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
 9. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
 10. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
 11. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
 12. Housing for Older Persons Act of 1995 ("HOPA") (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
 13. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).

14. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
15. Executive Order 11246: EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin, September 25, 1965 and Executive Order 11375: Amending Executive Order No. 11246, October 13, 1967, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
16. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
17. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
18. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
19. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000; and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf.)
20. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
21. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
22. Implementing regulations for the above:
 - a. 24 CFR 1: Nondiscrimination in Federally Assisted Programs of HUD.
 - b. 24 CFR 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
 - c. 24 CFR 5.105: Other Federal Requirements.
 - d. 24 CFR 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
 - e. 24 CFR 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
 - f. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
 - g. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
 - h. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
 - i. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
 - j. 24 CFR 91.520: Performance Reports.
 - k. 24 CFR 100-125: Fair Housing.
 - l. 24 CFR 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
 - m. 24 CFR 121: Collection of Data.
 - n. 24 CFR 135: Economic Opportunities for Low- and Very Low-Income Persons.
 - o. 24 CFR 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
 - p. 24 CFR 570.206(c): Fair Housing Activities.
 - q. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
 - r. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
 - s. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
 - t. 24 CFR 570.491: Performance Reviews and Audits.
 - u. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
 - v. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
 - w. 24 CFR 570.601: Affirmatively Further Fair Housing.

- x. 24 CFR 570.608 and Part 35: Lead-Based Paint.
- y. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
- z. 24 CFR 570.904: Equal Opportunity and Fair Housing Review
- aa. 24 CFR 570.912: Nondiscrimination compliance

X. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. Contractor/Consultant shall take necessary affirmative steps to ensure contracting opportunities are provided to small and disadvantaged businesses, minority business enterprises, veteran and women's business enterprises and labor surplus area firms. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Contractor/Consultant may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- B. Affirmative steps shall include:
 - 1. Placing qualified small and disadvantaged businesses, minority firms, veteran- and women-owned businesses on solicitation lists;
 - 2. Ensuring that small and disadvantaged businesses, minority firms, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of Sandy recovery programs;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and disadvantaged businesses, minority firms, veteran- and women-owned businesses;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and disadvantaged businesses, minority firms, veteran- and women-owned businesses; and
 - 5. Using the service and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.

XI. ENVIRONMENTAL REGULATORY COMPLIANCE

- A. *To the extent applicable*, Contractor/Consultant must comply with HUD regulations found at 24 CFR Parts 50 & 58, implementing the National Environmental Policy Act ("NEPA"), 42 U.S.C. §4321 *et seq.*, and other Federal environmental requirements, including but not limited to:
 - 1. Floodplain management and wetland protection:
 - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
 - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
 - 2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
 - 3. In relation to water quality:
 - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
 - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) *et seq.* and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency ("EPA") determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and

- c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), as amended, particularly section 7 (16 U.S.C. §1536);
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
7. Executive Order 11738, section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), and EPA regulations (40 CFR part 15) (applicable to contracts and subcontracts in excess of \$100,000);
8. The Clean Air Act of 1970 (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 et seq., particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
10. Noise abatement and control requirements at 24 CFR 51B;
11. Explosive and flammable operations requirements at 24 CFR 51C;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

XII. EQUAL EMPLOYMENT OPPORTUNITY

- A. All federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR §60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction." (41 CFR §60-1.3)
- B. Pursuant to 41 CFR §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.

(2) *The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

(3) *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

(4) *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

(5) *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

(6) *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(7) *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: EC16-011

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between the New Jersey Department of Environmental Protection and NJ Sea Grant Consortium ("Receiving Party"), to include all staff, contractors, consultants and subcontractors of the Receiving Party, for the purpose of preventing the unauthorized disclosure of Personally Identifiable Information ("PII") as defined below. The parties have agreed to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential personal information.

I, _____, [insert name] understand that that in the performance of my duties under the referenced contract, I may be provided access to PII as defined in this agreement, and hereby agree to the provisions listed below as a condition to such access.

1. Definition of Personally Identifiable Information. For purposes of this Agreement, the Housing and Urban Development ("HUD") definition of PII shall be used, which includes all information that can be used to distinguish or trace an individual's identity, such as name, and social security number, alone, or when combined with other personal and identifying information which is linked or linkable to a specific individual, such as date, place of birth, mother's maiden name, etc.

2. Obligations of Receiving Party. Receiving Party shall hold and maintain PII in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any PII. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to PII immediately if Disclosing Party requests it in writing.

3. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold PII in confidence shall remain in effect until the PII becomes publicly known through no fault of the Receiving Party or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

All client information is subject to the Federal Privacy Act of 1974 (5 U.S.C.552a). This act states, "personal information may be used only by the authorized persons in the conduct of official business. Any individual responsible for unauthorized disclosure information will be prosecuted to maximum extent possible under laws."

I am [check appropriate box]:

An employee of the Contractor named above.

An employee of a subcontractor to the Contractor [name of company]:

Stevens Institnte of Technology

Other [describe, e.g., independent consultant]:

Signature

Date

Phone Number: _____

**CONTRACT
BETWEEN
NJ Sea Grant Consortium
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: EC16-011**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	CONTRACTOR	OTHER
A. Personnel Costs					
Salaries	\$ 79,759.00	\$ 79,759.00	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 20,509.00	\$ 20,509.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below:					
▪ Computer Charges	\$ 2,000.00	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00
▪ Sea Grant Fee	\$ 11,250.00	\$ 11,250.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 113,518.00	\$ 113,518.00	\$ 0.00	\$ 0.00	\$ 0.00
Less Program Income <small>(enter as negative)</small>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 113,518.00	\$ 113,518.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs <small>(indicate rate: 10.00%)</small>	\$ 10,227.00	\$ 10,227.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT	\$ 123,745.00	\$ 123,745.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL CONTRACT AMOUNT is the sum of "Federal" and "State" column totals \$ 123,745.00
 the sum of "Federal" "State" and "Other" column totals \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- Attachment D, Scope of Services, on page(s) _____.
- Attachment D-2, Contractor's Proposal, on page(s) 7.
- Attachment B-1, Itemization and Justification of Budget, comprising _____ pages.

**CONTRACT
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NJ Sea Grant Consortium
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: EC16-011**

EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 79,759.00				
Fringe Benefits	\$ 20,509.00				
B. Consultants and Subcontractors	\$ 0.00				
C. Other Costs Specify:					
▪ Computer Charges	\$ 2,000.00				
▪ Sea Grant Fee	\$ 11,250.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 113,518.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 113,518.00				
Indirect Costs (indicate rate: 10.00%)	\$ 10,227.00				
TOTAL PROJECT AMOUNT	\$ 123,745.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this contract, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____ (Signature)

Name: _____ (print name)

Title: _____

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SCOPE OF SERVICES

The Scope of Services for this contract comprises Attachment D-2, Contractor's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Contractor's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises 1 page(s), including this page.

The New Jersey Transit (NJT) has issued Task Order 12 as part of Contract 13-002D Environmental Consulting Services Task Order Contract to perform a feasibility study and environmental impact statement for Rebuild by Design's "Resist, Delay, Store, Discharge" project. As part of this task order, Dewberry will carry out the feasibility analysis of five (5) concept design schemes that will allow for the selection of the three (3) feasible build alternatives for further assessment and further development, leading to the choice of a preferred alternative to be formally evaluated applying NEPA requirements. The assessment will include a thorough investigation of the site potential in view of the matrix of project drivers and requirements. One of the assessment tools evaluates existing conditions and three build alternatives using an integrated coastal and stormwater management hydrodynamic model. Dewberry intends to use Danish Hydraulic Institute (DHI)'s MIKE FLOOD model to simulate coastal and stormwater events. Dewberry will request NJDEP to engage Stevens Institute of Technology's Davidson Laboratory (SITDL) to assist the project team by performing the following scope of work items –

1. SITDL will assist Dewberry to perform coastal storm surge model validation and will specifically provide Dewberry with boundary condition hydrographs and observed water depths from the available SITDL's NYHOPS model for Superstorm Sandy. SITDL will participate in a 4-hour meeting (inclusive of total meetings listed in item 4) to decide on the specifics of the data from Superstorm Sandy to be used by Dewberry. SITDL will provide Dewberry with the required Superstorm Sandy dataset within 2 working days after the meeting.
2. Dewberry will provide SITDL choices of the coastal storm surge, rainfall and sea level rise combination events to be considered for the project (up to 8 combination events) for their review and comments.
3. Dewberry will perform the wave analysis using FEMA's Guidelines and Specifications to obtain the 0.2-percent-chance wave heights (500-year). SITDL will review and provide written comments on this wave height analysis computation within 5 working days from the receipt of the data and memo/report.
4. Review the final configuration of the Resist portion of the project and consider impacts to Jersey City and Weehawken as a result of that final configuration.
5. SITDL will attend up to 15 meetings comprising of technical discussion meetings, attending public meetings and community advisory group meetings (2 people max for 4 hours per meeting) along with Dewberry to discuss and review concepts, alternatives, technical information and modeling results related to coastal flood risk assessment. Dewberry will attempt to provide SITDL with appropriate read ahead information a day prior to the meeting. After the meeting, SITDL will provide written comments and suggestions on the items presented during the meeting for Dewberry's review.

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CONTRACTOR'S PROPOSAL

Contractor's project proposal, comprising 7 pages, including this page, is incorporated into this contract as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Contractor's Proposal, describes the assignment tasks and project work units which the Contractor shall perform and deliver pursuant to this contract.



A Proposal

Rebuild by Design – Hudson River Project

“Technical Assistance for RBDH”

by

Alan Blumberg

201-216-5289

ablumberg@stevens.edu

Davidson Laboratory

Stevens Institute of Technology

Hoboken, NJ

August 20, 2015



Proposal:

Stevens proposes to provide technical support, as detailed below, to Dewberry and to NJDEP. The work items are very time compressed but we will be involve Tom Herrington, Philip Orton and me to get everything done.

The total cost will be \$112,500.

Scope of Work:

The New Jersey Transit (NJT) has issued Task Order 12 as part of Contract 13-002D Environmental Consulting Services Task Order Contract to perform a feasibility study and environmental impact statement for Rebuild by Design's "Resist, Delay, Store, Discharge" project. As part of this task order, Dewberry will carry out the feasibility analysis of five (5) concept design schemes that will allow for the selection of the three (3) feasible build alternatives for further assessment and further development, leading to the choice of a preferred alternative to be formally evaluated applying NEPA requirements. The assessment will include a thorough investigation of the site potential in view of the matrix of project drivers and requirements. One of the assessment tools evaluates existing conditions and three build alternatives using an integrated coastal and stormwater management hydrodynamic model. Dewberry intends to use Danish Hydraulic Institute (DHI)'s MIKE FLOOD model to simulate coastal and stormwater events. Dewberry will request NJDEP to engage Stevens Institute of Technology's Davidson Laboratory (SITDL) to assist the project team by performing the following scope of work items –

1. SITDL will assist Dewberry to perform coastal storm surge model validation and will specifically provide Dewberry with boundary condition hydrographs and observed water depths from the available SITDL's NYHOPS model for Superstorm Sandy. SITDL will participate in a 4-hour meeting (inclusive of total meetings listed in item 4) to decide on the specifics of the data from Superstorm Sandy to be used by Dewberry. SITDL will provide Dewberry with the required Superstorm Sandy dataset within 2 working days after the meeting.
2. Dewberry will provide SITDL choices of the coastal storm surge, rainfall and sea level rise combination events to be considered for the project (up to 8 combination events) for their review and comments.
3. Dewberry will perform the wave analysis using FEMA's Guidelines and Specifications to obtain the 0.2-percent-chance wave heights (500-year). SITDL will review and provide written comments on this wave height analysis computation within 5 working days from the receipt of the data and memo/report.

4. Review the final configuration of the Resist portion of the project and consider impacts to Jersey City and Weehawken as a result of that final configuration.
5. SITDL will attend up to 15 meetings comprising of technical discussion meetings, attending public meetings and community advisory group meetings (2 people max for 4 hours per meeting) along with Dewberry to discuss and review concepts, alternatives, technical information and modeling results related to coastal flood risk assessment. Dewberry will attempt to provide SITDL with appropriate read ahead information a day prior to the meeting. After the meeting, SITDL will provide written comments and suggestions on the items presented during the meeting for Dewberry's review.

Budget:

AGENCY: RBDH NJDEP

PI Name: Alan Blumberg

Proposal Title: Technical Assistance for RBDH

DIRECT COST (Subject to O/H)		<u>Year 1</u>	<u>Total</u>
<i>Salary & Wages (Academic or Calendar Year)</i>	KFS Object Codes	1/1/16-12/31/16	
Post-Docs	5109	\$0	\$0
Part Time Employees	5203/5112 5101 /	\$0	\$0
Faculty/R Scientists	5103	\$20,826	\$20,826
<i>Salary & Wages (Summer Months)</i>			
Faculty, Summer	5105	\$48,933	\$48,933
Graduate Students (academic year)	5306	\$0	\$0
Graduate Students (summer)	5306	\$0	\$0
Graduate Students (hourly)	5304	\$10,000	\$10,000
Undergraduates	5301	\$0	\$0
<i>Benefits</i>	5401	\$20,509	\$20,509
Total Salaries, Wages & Benefits		\$100,267	\$100,267
OTHER Direct Expenses			
Catalogue & Publishing Costs	6179	\$0	\$0
Printing and reproduction	6179	\$0	\$0
Computer charges, software & hardware	6175	\$2,000	\$2,000
Office, Dept & Lab supplies	6174/6172	\$0	\$0
Travel (Domestic)	6211	\$0	\$0
Travel (Foreign)	6212	\$0	\$0

Conference fees	6135	\$0	\$0
Subcontracts ≤\$25k	6022	\$0	\$0
Consulting & outside services	6013	\$0	\$0
Repairs and Maintenance	6221	\$0	\$0
Honoraria	6146	\$0	\$0
Legal Fees		\$0	\$0
Other category as needed		\$0	\$0
Total Other Direct Expenses		\$2,000	\$2,000
TOTAL (takes O/H)		\$102,267	\$102,267
OTHER DIRECT COST (No O/H)			
Tuition Remission	5305	\$0	\$0
Participant Support - Travel	6041	\$0	\$0
Participant Support - Stipend	6042	\$0	\$0
Participant Support - Subsistence	6043	\$0	\$0
Participant Support - Other	6044	\$0	\$0
Equipment over \$5,000	7506	\$0	\$0
Sub-Contracts >\$25k	6021	\$0	\$0
TOTAL DIRECT COST		\$102,267	\$102,267
Indirect Costs* (63% for DoD Contracts ONLY)	10.0%	\$10,227	\$10,227
TOTAL FROM SPONSOR		\$112,494	\$112,494
Cost Share by Stevens**		\$0	\$0
TOTAL BUDGET		\$112,494	\$112,494

Budget Justification

Salary amounts are based on actual salary and include a 3% annual cost of living increase for faculty, staff, postdocs, and undergraduate students, and 1.5% for graduate student stipends. The fringe benefit rate for full time faculty and other professionals is 29.4%. No fringe benefits apply to graduate stipends.

Personnel Costs

PI Professor Alan Blumberg will devote 0.75 months academic month per year to the research.

Research Professor Thomas Herrington will devote 2.5 academic months per year to the research.

Research Assistant Professor Philip Orton will devote 2.75 academic months per year to the research.

Graduate Students:

Stipend for 1 graduate student for the academic year (30 weeks x 20 hours/week) is requested. The graduate student stipend is Stevens Institute of Technology's standard stipend rate for the academic year.

NON-PERSONNEL COSTS

Materials and Supplies:

Funds are requested in the amount of \$2,000 to allow for notebook computer expenses and certain software licenses.

Indirect Cost

The Institute's current negotiated F&A (indirect) cost rate is 10.0% of the Modified Total Direct Cost. The Institute's cognizant agency is the Department of the Navy, Office of Naval Research.

Statement of Qualifications

Dr. Alan Blumberg at Stevens Institute is a pioneer ocean modeler, first with the Princeton Ocean Model and later coastal and estuarine operational models and water quality models with sECOM and NYHOPS for New York. His decades of experience will be brought to bear on new sECOM developments, overall forecast system design, and interpretation of results. The main focus of Alan Blumberg's career has been directed towards understanding and predicting the physical dynamics of estuarine and coastal ocean circulation and the creation of ocean observing and forecasting systems which are used for environmental studies, surface vessel operations, and for securing the future safety and sustainability of urban coastal regions. Alan has 150-refereed papers.

Dr. Thomas Herrington is a research professor of ocean engineering in the Department of Civil, Environmental and Ocean Engineering at Stevens Institute of Technology in Hoboken, New Jersey. Dr. Herrington is the Assistant Director of the Center for Maritime Systems at Stevens and is the Director of the New Jersey State funded Coastal Protection Technical Assistance Service. Dr. Herrington has over 25 years of experience in coastal sustainability and hazard mitigation research. He is the chief architect of the NJ Coastal Monitoring Network and the Stevens Storm Surge Warning System designed to inform municipal officials and the public regarding potential flooding events. He is the developer and coordinator of a graduate

certificate program in Multi-hazard Engineering at Stevens Institute of Technology. He is author or coauthored on over 100 journal, outreach and technical publications in the field of coastal and ocean engineering, including the NJ Sea Grant Manual for Coastal Hazard Mitigation. He is a contributing author of the NJ State Hazard Mitigation Plan.

Dr. Philip Orton is a research assistant professor at the Stevens Institute of Technology in Hoboken, NJ, and specializes in coastal physical oceanography and storm surges. He holds a PhD in physical oceanography from Columbia University and a MS in marine science from the University of South Carolina. He has published 21 articles in peer-reviewed journals, as well as three op-eds on climate change, coastal ecosystem health and coastal flooding in The New York Times, one in the Sunday Edition. He is a technical team member of the NYC Panel on Climate Change (NPCC), and recently worked on NYC's Special Initiative on Rebuilding and Resilience after Sandy, using a storm surge model to quantify the influence of adaptation strategies on coastal flooding. His other research interests include air-sea interaction, turbulent mixing, sediment transport, carbon dioxide and ocean acidification, and relationships between ecosystems, climate and ocean physics.

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CONTRACT NUMBER: EC16-011

CORPORATE RESOLUTION

It is in the best interest of NJ Sea Grant Consortium, a corporation
(print Contractor's name including corporate designation, e.g., inc., corp., etc.)
of the State of New Jersey, to enter into a contract with the State of New Jersey in the amount of
approximately \$ 123,745.00 to fund the following project:
Rebuild By Design - Hudson River Technical Assistance

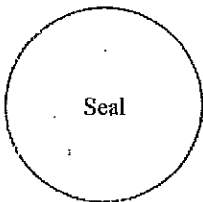
Therefore, the Board of Trustees resolves
(print name of Contractor's governing body, e.g., board of directors, board of trustees, etc.)
that Claire Antonucci or the successor to the office of Executive Director
(print name) (print title of authorized officer)

is authorized (a) to execute a contract with the State in an amount not less than \$ 123,745.00 and not more
than \$ 123,745.00, and (b) to execute any amendments thereto any amendments thereto which do not
increase the Contractor's obligations.

*The Board of Trustees authorizes and hereby agrees to match 0 % of the
(print name of Contractor's governing body)
Total Project Amount, in compliance with the match requirements of the contract. The availability of the match for such purposes,
whether cash, services, or property, is hereby certified. 0 % of the match will be made up of in-kind services (if allowed by
program requirements and the contract). *

The Contractor agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance
pursuant to the contract.

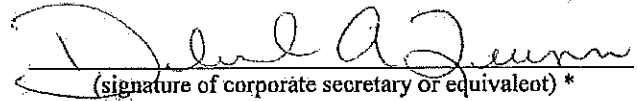
Introduced and passed September 25, 2015.



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the
contract. Where in-kind services are allowed and are stipulated by the Contractor, an attachment must be provided and appended
herefo, breaking out the in-kind services to be provided by the Contractor.

CERTIFICATION*

I, Deborah A. Quinn, Corporate Secretary, of
 (print name) (print title)
NJ Sea Grant Consortium, certify that this resolution was duly adopted by
 (print Contractor's name)
Board of Trustees at a meeting duly held on the 24 day of September,
 (Print name of Contractor's governing body)
2015; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have
 subscribed my signature. **


 (signature of corporate secretary or equivalent) *

Deborah A. Quinn
 (print name)
Corporate Secretary
 (print title)

Date: 9/25/2015 **

* Certification must be signed by an officer other than the individual authorized to execute the agreement unless the corporate bylaws allow a single person to occupy all offices and do not require multiple signatures to execute the agreement.

** This date must be no more than sixty (60) days prior to the Contractor's execution of the contract. If the original certification expires prior to the Contractor's execution, the Contractor must submit a currently certified copy of this Attachment E when it returns the executed contract to the Department.

**CONTRACT
BETWEEN
NJ Sea Grant Consortium
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC16-011

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between Stevens Institute of Technology (the "subcontractor") and NJ Sea Grant Consortium (the "Contractor") (such subcontract, the "subcontract") for work in furtherance of the contract with the State of New Jersey (the "State") captioned above (the "contract") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, the subcontractor shall comply with, and shall be bound by, all terms of the contract (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the contract: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Contractor and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Contractor has given it a complete copy of the contract and that it is familiar with all of the contract's terms
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Contractor and has no relationship with the State in connection with the contract as its agent, servant, employee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the contract, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, or (iii) the relationship between the subcontractor and the Contractor in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the contract. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the state's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: Sept. 25, 2015

Stevens Institute of Technology

(print name of subcontractor)

by: Barbara DeHaven 9.25.15
(signature)

Barbara DeHaven

(print name)

Executive Director, Office of Sponsored Programs

(print title)

Castle Point on Hudson

(number and street)

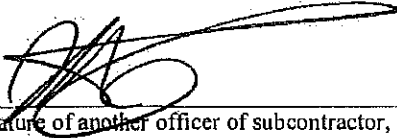
Hoboken, NJ 07030

(municipality, state, and zip code)

(201) 216-8762

(telephone number)

ATTEST:



(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

Chrissa Papaioannou, Senior Director, OSP

(print name and title)

CERTIFICATION*

Chrissa Papaioannou

(print name)

Senior Director of Research Administration

(print title)

I, _____, of _____

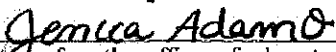
Stevens Institute of Technology

(print subcontractor's name)

certify that the individual who executed this

Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:



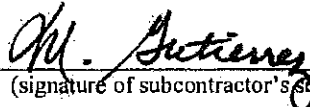
(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

Jessica Adamo

(print name)

Lead Pre-Award Specialist, OSP

(print title)



(signature of subcontractor's secretary or equivalent)

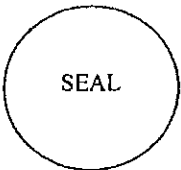
Maria Gutierrez

(print name)

Administrative Assistant, OSP

(print title)

Date: 9/25/2015



*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

**STATE OF NEW JERSEY—DIVISION OF PURCHASE AND PROPERTY
SOURCE DISCLOSURE FORM**

Solicitation Number: EC16-011

Bidder/Offeror: NJ Sea Grant Consortium

The Contractor submits this Certification in response to the solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey ("Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States.

Contractor/ Subcontractor Name	Performance Location by Country	Description of Services	Reason Services Cannot Be Performed in U.S.
Stevens Institute of Technology	USA	Technical Analysis	N/A

The Contractor shall provide justification that the services cannot be performed in the United States by a contractor. The Director will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Claire Antonucci

Signature: 

Title: Executive Director

Date: October 15, 2015