

CONTRACT BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: BA22-035

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

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- XXI. Miscellaneous Provisions
- XXII. Exhibit I Mandatory Equal Opportunity Language

ATTACHMENTS*

- A. Additional Provisions and Special Modifications ☒ yes ☐ no
- A-1. Additional Provisions for Federally Funded Contracts. ☒ 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 Contracts ☐ yes ☒ no
- A-4. Community Development Block Grant (CDBG) Funded Projects ☐ yes ☒ no
- A-4-A. Non-Disclosure Agreement - 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 List ☒ yes ☐ no
- G. [Reserved for Future Use]
- 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
- H-4. Source Disclosure Form. ☒ yes ☐ no
- H-5. Disclosure of Investment Activities in Iran ☐ yes ☒ no

*Wherever this contract 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 block on Attachment C.

Federal Award Information

Federal Awarding Agency: FEMA
Federal Award Name: Hazard Mitigation Grant CFDA 97.039
Federal Award Identification Number (FAIN): FEMA-DR4086-HMGP-NJ-533-R (Downe)
Federal Award Date: 11/15/2017
Total Amount of the Federal Award: \$9,170,407.00

GENERAL TERMS AND CONDITIONS

I. Contract Award Data and Signatures

Contractor's	- Name: (the "Contractor")	Stockton University
	Address:	101 Vera King Farris Drive
		Galloway, NJ 08205
	Vendor ID #:	
	Financial Officer's - name:	Jennifer Kosakowski
	- Title: (the "Chief Financial Officer")	Executive Director, ORSP

The State of New Jersey (The "State")	
Department of Environmental Protection (the "Department" or the "DEP")	
Contracting Agency's name:	NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (the Contracting Agency")
- address:	401 East State Street
	Trenton, NJ 08625

CONTRACT AMOUNT: **\$ 251,716.75**

Total Project Funding

Source of Funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
	State General Fund			
	Federal	\$151716.75	13-100-042 4875-410	
	Contractor			
	Other (identify below) <small>Based</small>	\$100,000.00	23-583-042-4800-001	
		\$ 251,716.75	TOTAL APPROVED PROJECT AMOUNT	

Work Period: The "effective date" of this contract 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 5/10/2022 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of 13 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: **Downe Township Money Island Restoration Post-Construction Monitoring**

Statutory Authority for this Contract: **N.J.S.A. 13:1B-3; N.J.S.A. 13:1D-9**

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 contract. The provisions of this contract set forth in this Section I through Section XXII constitute the General Terms and Conditions portion of this contract.

02/19

STATE AND CONTRACTOR APPROVAL SIGNATURES**APPROVED AS TO LEGAL FORM**

For the State: *

For the Contractor **

(signature)

(signature)

(print name), Deputy Attorney General

(print name), Attorney for Contractor

Date: _____

Date: _____

* A confidential and privileged memorandum pre-approving this contract as to legal form the Contracting Agency by the Deputy Attorney General.

☐ has ☒ has not been provided to

** Approval of this contract by an attorney for contractor is ☐ mandatory ☒ optional

APPROVAL OF CONTRACTING AGENCY

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

(print name of Contracting Agency; all capitals)

By: _____

(signature)

Fawn Z. McGee

(print name)

Bureau Chief of State Land Acquisition

(print title)

Date: 1/19/2023**EXECUTION SIGNATURES**

By the signatures below, the Contractor and the State (the "parties") execute this contract and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this contract.

SIGNED

Stockton University

(print Contractor's name; all capitals)

By: _____

Jennifer Kosakowski

(signature)

Jennifer Kosakowski

(print name)

Executive Director, ORSP

(print title)

Date: 01/13/2023

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By: _____

Elizabeth Dragon

(signature)

Elizabeth Dragon

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: 1/24/2023

II. Compliance with Existing Laws and Policies

The Contractor, in order to induce the Department to award and enter into this contract, agrees and warrants, on behalf of itself and any subcontractors retained pursuant to this contract, that it shall comply with all applicable Federal, State, and municipal laws, rules, regulations, and written policies in the performance of this contract. Failure to comply with such laws, rules, regulations, and written policies shall constitute a material breach of this contract and be grounds for its termination. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

a. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is hereby made part of this contract, if within the contemplation of the Act. If applicable, the Contractor represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this contract, have been suspended or debarred by the Commissioner, Department of Labor and Workforce Development, for violation of the provisions of the Prevailing Wage Act. The Contractor further represents and warrants that both it and any subcontractors it might employ to perform the work covered under this contract shall comply with the provisions of the Prevailing Wage Act, where required.

If applicable:

1. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or its duly authorized representatives. State wage rates may be obtained from the New Jersey Department of Labor and Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor and Workforce Development's website at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html. The State wage rates in effect at the time of this award are part of this contract, pursuant to N.J.S.A. 34:11-56.25 et seq.
2. If it is found that any worker employed by the Contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Department may terminate the Contractor's or its subcontractors' right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and may prosecute the work to completion or otherwise. N.J.S.A. 34:11-56.27.

b. Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(a), a Contractor providing "qualifying services", as defined therein, to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Pursuant to N.J.S.A. 34:11-56.14(b), a Contractor performing "public work", as defined therein, for the State or any agency or instrumentality of the State shall provide the Commissioner, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract, throughout the duration of the contract, with an update to the information whenever payroll records are required to be submitted.

For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

c. Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48 et seq., all contractors and subcontractors must first be registered with the New Jersey Department of Labor and Workforce Development. The Contractor represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this contract, have been suspended or debarred by the Commissioner, Department of Labor

and Workforce Development, for violation of the provisions of the Public Works Contractor Registration Act. The Contractor further represents and warrants that both it and any subcontractors it might employ to perform the work covered under this contract shall comply with the provisions of the Prevailing Wage Act, where required. Any questions regarding the registration process can be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

d. Business Registrations and Certificates of Authority

The Contractor warrants that it will comply with the provisions of N.J.S.A. 52:32-44 and N.J.A.C. 17:12-2.12 pertaining to Business Registration and N.J.S.A. 54:32B-1 et seq. pertaining to Certificates of Authority.

Pursuant to N.J.S.A. 52:32-44, the Department is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor that is required by law to be named in a contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to the contract award or authorization, the Contractor shall provide the Department with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Department prior to the time this contract is awarded or authorized.

During the course of contract performance:

1. The Contractor shall not enter into a subcontract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The Contractor shall maintain and submit to the Department a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
3. The Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Contractor shall submit to the Department a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency (i.e. the Department).

e. Laws Against Discrimination

The Contractor or subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; N.J.S.A. 10:5-31 et seq. and all rules and regulations promulgated pursuant thereto as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (See Exhibit 1, attached). Other laws may impose additional non-discrimination requirements with which the Contractor must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

f. Conflict of Interest Laws

The New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq. and Executive Order 189 (1988), prohibit certain actions by persons or entities, which provide goods or services to any State Agency. Specifically:

1. No Contractor or subcontractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such Contractor or subcontractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. 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 contractor or subcontractor shall be reported in writing forthwith by contractor or subcontractor to the Attorney General and the Executive Commission on Ethical Standards.
3. No contractor or subcontractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor or subcontractor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No contractor or subcontractor shall 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.
5. No contractor or subcontractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the contractor or subcontractor or any other person.
6. Pursuant to N.J.S.A. 52:34-19, it shall be a misdemeanor to pay any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any person employed by the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any agency or instrumentality thereof by or on behalf of any seller or supplier of such goods or services or other party to a contract with the State.
7. The provisions cited above in paragraph f(1) through f(6) shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with a contractor or subcontractor under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

g. Set-Off for State Tax

Pursuant to the State of New Jersey Circular Letter 16-09-OMB/TAX, State Vendor Set-Off for State Tax, the following language must be included in all vendor contracts:

Notice to all State Vendors: Set-Off for State Tax

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S Corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set-off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any State tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's State tax indebtedness or, in the case of a vendor-partnership or vendor-S Corporation, by the amount of State tax indebtedness of any member-partner or shareholder of the partnership or S Corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable to the State to the taxpayer, pursuant to P.L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

h. Laws Prohibiting Solicitation

1. If applicable, the Contractor represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this contract in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.
2. 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.
3. 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.

i. The Worker and Community Right to Know Act

The Contractor and any subcontractors it might employ to perform work covered under this Contract shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

j. Licenses and Certifications

The Contractor warrants that it will obtain and maintain during the term of this contract all licenses, certifications, authorizations, or any documents required by the Federal, State, county, or municipal governments and international authorities, wherever necessary, to perform this contract. The Contractor shall promptly notify the Department of any disciplinary action or change in the status of any license, permit, or other authorization required by law or this contract.

k. American Goods, Products, Materials and Services

1. Pursuant to N.J.S.A. 40A:11-18, in contracts for county or municipal work or for work which the local unit will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, only manufactured and farm products of the United States, wherever available, shall be used in such work.
2. Pursuant to N.J.S.A. 52:32-1, all contracts for state work and for work for which the state pays any part of the cost shall use in such work, only manufactured and farm products of the United States, whenever available.
3. Pursuant to N.J.S.A. 52:32-45, any bid that calls for the use of wood or paper products derived from sustainably managed forests or procurement systems shall receive preference, whenever possible, where relevant. Accordingly, Department shall give such preference when renewing this contract, if applicable.
4. Pursuant to N.J.S.A. 52:34-13.2, all services performed under a contract or performed under any subcontract shall be performed within the United States, unless otherwise not applicable pursuant to N.J.S.A. 52:34-13.2(b) or N.J.S.A. 52:34-25.

l. Chapter 51 and Executive Order 117 (2008) (Also referred to as "Pay to Play Restrictions," N.J.S.A. 19:44A-20.13 to -20.25, or Executive Order 134 (2004))

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts, including retention agreements, from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c.51 (codified at N.J.S.A. 19:44A-20.13 to -20.25) (Chapter 51), on March 22, 2005, effective retroactive to October 15, 2004, superseding the terms of Executive Order 134 (2004). In addition, on September 24, 2008, Executive Order 117 was issued and made effective on November 15, 2008 (EO 117) which set forth additional limitations on the ability of executive branch agencies to contract with business entities that have made or solicited certain contributions.

Chapter 51 and EO 117 restrict business entities which agree to certain contracts or agreements with the State from making or soliciting certain contributions. Compliance with Chapter 51 and EO 117 is a material term and condition of this contract and binding upon the parties thereto upon entry of all applicable contracts.

Thus, pursuant to the requirements of Chapter 51 and EO 117, it shall be a material breach of the terms of the contract for contractors or subcontractors to do any of the following during the term of the contract:

1. Make or solicit a contribution in violation of Chapter 51 or EO 117;
2. Knowingly conceal or misrepresent a contribution given or received;
3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
5. Engage or employ a lobbyist or contractor or subcontractor with the intent or understanding that such lobbyist or contractor or subcontractor would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51 or EO 117;

6. Fund contributions made by third parties, including contractors, subcontractors, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Chapter 51 or EO 117; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51 or EO 117.

Contractor is required, on a continuing basis, to report any contributions and solicitations contractor makes during any Term of this contract at the time any such contribution or solicitation is made. Failure to do so is a breach of this contract.

If the Contractor receives contracts in excess of \$50,000 from a public entity during a calendar year, the Contractor is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3). It is the Contractor's responsibility to determine if filing is necessary. Failure to do so file can result in the imposition of financing penalties by ELEC. The form to be filed annually is available at: <https://www.nj.elec.state.nj.us/lpd/elec/ptp/Filing.aspx>

Additional information about this requirement is available from ELEC at (888) 313-3532 or <https://www.nj.elec.state.nj.us/lpd/elec/ptp/p2p.html>.

m. Sales and Use Tax

1. It is and will remain in full compliance with N.J.S.A. 52:32-44(g) governing sales and use tax.
2. Contractor shall, for the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
3. A contractor with a subcontractor, shall include in its contract with that subcontractor, for the term of the subcontractor, a requirement that the subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

n. Additional Compliance Provisions

The Contractor represents and warrants that, if applicable:

1. It is and will remain in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts law;
2. 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);
3. It is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).

o. Federal and State Documents Incorporated by Reference

The following documents are, by this reference, requirements incorporated as standards and procedures used by the Department and made part of this contract, if applicable:

1. United States Office of Management and Budget ("OMB") Guidance for Grants and Agreements (2 CFR Parts 25, 170, 175, 176, 180, 182, 200)
2. Federal Agency Regulations for Grants and Agreements (e.g. 2 CFR Part 1500 for U.S.E.P.A.)
3. Federal Agency Regulations (e.g. 40 CFR for U.S.E.P.A.)
4. 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 contract.

III. **Insurance**

The Contractor shall maintain, in force for the term of this contract, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. The certificates of insurance shall indicate the contract number and title of the contract in the "Description of Operations" box. All policies must be endorsed to provide thirty (30) days' written notice of cancellation or material change to the Department at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Contractor's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Contractor to provide same. Unless current documentation is already on file, the Contractor must, within thirty (30) days after the effective date of this contract, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this contract. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this contract 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 the State of New Jersey as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and 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 or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- b. Automobile Liability Insurance which 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 accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- c. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.
 - i. These amounts may be raised when deemed necessary by the Department.
 - ii. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq. (Small Business set asides) the minimum amount of insurance coverage set forth above may have been lowered in the Request for Proposal when deemed in the best interests of the Department.

IV. **Indemnification**

TO THE EXTENT PERMITTED BY LAW,
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. B.K.

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. 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.

The Contractor's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in Section III above.

In the event of a patent and copyright claim or suit, the Contractor, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

This contract to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this contract.

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, in whole or in part, except as may be provided for in this contract or with the express written approval of the Department. Such approval, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. If the Contractor utilizes a subcontractor, the following shall apply:

- a. The Contractor shall submit to the Department a completed copy of Attachment F - Subcontractor List. The Contractor shall have a continuing obligation to update Attachment F - Subcontractor List during the course of this contract. A complete and accurate list shall be submitted to the Department before final payment is made.
- b. The Contractor shall secure from the subcontractor and shall submit to the Department a copy of the subcontractor's New Jersey Business Registration Certificate as designated in Section II(d) of the General Terms and Conditions and Section VIII(F) of Attachment A - Authorizations and Disclosures.
- c. The Contractor shall be responsible for the subcontractor's performance and compliance with all applicable terms, conditions and requirements of this contract, and all applicable laws.
- d. The Contractor shall ensure that all subcontracts entered into under this Contract meet all applicable Federal requirements, including but not limited to those delineated in 2 CFR 180, 200 and Appendix II to Part 200.
- e. 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.
- f. If applicable, the Contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the Approved Project Budget, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, PO Box 628, Trenton, NJ 08646.
- g. Nothing contained in this contract or any of this contract's documents, including but not limited to, the Request for Proposal and/or the Contractor's bid, proposal or application shall be construed to create a contract or privity of contract between the State and/or the Department and any of the contractor's subcontractors.

VI. Availability of Funds

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The Contractor recognizes and agrees that both the initial provision of funding and any continuation of such funding under this contract are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature, 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 unavailability of funds or the State Legislature's failure to appropriate the necessary funds. The parties understand that, at this time, this contract is either fully or partly funded, as designated in Section II of Attachment A - Availability of Funds.

VII. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this contract shall be accomplished in a manner consistent with all applicable Federal and State requirements. All applicable Federal and 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 consistent with State and/or Federal requirements as applicable.

IX. **Method of Payment**

Payment under this contract will be made upon submission by the Contractor of a properly executed Expenditure Report (Attachment C) and all invoices, bills, and other documents necessary to justify the payment.

- a. If authorized, advance payment will be made to the Contractor upon the execution of this contract by the Department, if the Contractor has (i) submitted an Advance Payment Form (Attachment B-2) with an appropriate justification for the requested advance payment(s); and (ii) submitted a properly executed Expenditure Report (Attachment C).
- b. Progress payments shall be made by the Department on a periodic basis as set forth in Section III(B) of Attachment A - Method of Payment, only upon receipt of a properly executed Expenditure Report (Attachment C) and receipt of the required financial and narrative reports described in Section XII of the General Terms and Conditions - Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures, as indicated in Section III(B) of Attachment A - Method of Payment.
- c. All or a portion of the payment may be withheld by the Department pending receipt of any required final report(s).
- d. The Department shall withhold payment of any costs improperly incurred for failure to comply with the Scope of Services, State or Federal law, as applicable, or the terms and conditions of this contract.
- e. Contractor may not use any contract funds to satisfy any obligation arising outside the Work Period of this contract

X. **Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this contract or the source of funding, then, regardless of whether Federal funds are involved, the Contractor shall account to the satisfaction of the Department for these requirements in accordance with Federal and State requirements.

XI. **Interest on Advance Payments and Disallowed Costs**

- a. **Advance Payments:**
 1. The Contractor is required to deposit any advance payments received hereunder in an insured account.
- 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 shall be charged on the funds beginning thirty (30) days from the date the Contractor was notified of the debt. The interest shall continue to accrue while any appeal is underway. If the Contractor is successful on appeal, the accrued interest will be canceled.

XII. 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 Expenditure Reports (Attachment C) on a periodic basis as prescribed in Section V of Attachment A – Financial and Performance Reporting, which compare actual expenditures with the Approved Project Budget (Attachment B). Expenditure Reports must be certified by the Contractor's Financial Officer.
- c. The Contractor shall submit performance reports on a periodic basis as prescribed in Section V of Attachment A – Financial and Performance Reporting. Performance reports shall include:
 1. a comparison of actual accomplishments to the objectives established in Attachments D (Scope of Services), Attachment D-1 (Project Requirements) and Attachment D-2 (Contractor's Proposal) for the reporting period;
 2. reasons why established goals were not met or tasks were not completed as scheduled, if appropriate;
 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; and
 4. 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. Additionally, financial reporting and performance reports for Federally-funded contracts shall be completed in accordance with 2 C.F.R. 200.327 and 2 CFR 200.328, respectively.
- d. The Contractor shall submit final Expenditure and performance reports on its overall performance of this contract, as prescribed in Section V of Attachment A – Financial and Performance Reporting, including a completed copy of Attachment C - Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Contractor's Financial Officer.
- e. Extensions of reporting due dates may be granted upon written request to the Department.
- f. 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.

XIII. 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 the following 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 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 or at less cost than anticipated, or producing more contract work units or more contract tasks, or different beneficial results than originally planned.
- c. The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this contract; and provide such technical assistance as may be required.
- d. If the Contractor is not performing satisfactorily, the Department may require remedial measures 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.

XIV. 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 seven (7) years after the date of last payment under this contract, or as otherwise required, by the Office of the State Comptroller. Any such audit shall be made in accordance with applicable Federal and State requirements, and as to whether the Contractor has complied with Federal and State statutes, regulations, and the terms and conditions of any award. The Contractor shall comply with applicable Federal and State requirements for auditees.
- 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 XV of the General Terms and Conditions - Contract Amendment; Section XVII of the General Terms and Conditions - 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. The provisions of this Section XIV shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XV. Contract Amendment

If the Contractor wants to amend this contract, they must submit a written request to the Contract Officer designated in Section VII of Attachment A - Contract Amendment. Any amendment, whether requested by the Contractor or the Department, must be completed on the Department's amendment form (DEP-076). The completed amendment form (DEP-076) must be executed by authorized representatives of both parties in the same manner as this contract, unless the amendment is of the types described in subparagraphs A, B, C, or D below. If the amendment is of the types described in subparagraphs A, B, C, or D below, then the Contract Officer may execute the amendment form by signing same in the designated place, and execution by authorized representatives of the Contractor or Department will not be required. However, any amendment to the Scope of Services, including but not limited to any increase in the amount of the Approved Budget, must be memorialized by a completed amendment form, 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, and, for Federally-funded contracts, as long as the costs are allowable and the transfer would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements or Federal Agency Regulations, whichever would be applicable under Federal Law. 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 (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those that (a) can be identified specifically with a particular final cost objective, or (b) that can be directly assigned to activities relatively easily and accounted for separately with a high degree of accuracy.
 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 thereto.

- b. The Department may reduce the Approved Project Budget and the Scope of Services so that they fairly reflect anticipated project expenditures and progress if:
 - 1. The Department notifies the Contractor that they are making progress at a rate which, in the judgment of the Department, will result in substantial failure to perform the contract perform the contract tasks as set forth herein;
 - 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 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 (6) months or less, but not beyond any applicable time period for expending the source of funding. Written justification and supporting 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 amendment form (DEP-076) documenting any no-cost time extension shall clearly describe and justify the extension, either on the form or on an attachment thereto.
- d. The Contract Officer may approve proposed Contractor substitutions to the personnel and/or subcontractors identified and approved for this contract, provided that, for Federally-funded contracts, the substitution would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements or Federal Agency Regulations, whichever would be applicable under Federal Law. 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 demonstrate 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.

XVI. 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 following steps:

- a. The Contractor shall submit all reports as required and within the timeframes prescribed by this contract. The Department may permit extensions of reports when requested in writing by the Contractor.
- b. Extensions to the due date of the final report must be made in accordance with Section XV of the General Terms and Conditions – Contract Amendment.
- c. Unless otherwise specified, the Contractor shall, within thirty (30) days of the end of the Work Period, liquidate all obligations incurred under this contract.
- d. The Contractor shall, within thirty (30) days of the end of the Work Period, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Approved Project Budget (Attachment B).
- e. The Contractor shall refund to the Department any funds spent on costs which are disallowed by the Department, within thirty (30) days after the request.
- f. The Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from an audit conducted in accordance with Section XIV of the General Terms and Conditions – Audit Requirements.
- g. 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 - Property Management Standards.

- h. The Contractor shall comply with any additional audit or closeout procedures, Federal or otherwise, applicable to this contract and/or identified by the Department as necessary.
- i. The Department retains the right to request any additional information necessary to close out this contract and may retain any final payment until closeout procedures are completed on the part of the Contractor.

XVII. Termination, Expiration, and Suspension

- a. The following definitions shall apply for the purposes of this Section XVII - Termination, Expiration, and Suspension.
 - 1. Termination - The "termination" of this contract shall mean the cancellation of contractual obligations, in whole or in part, any time prior to the end of the Work Period.
 - 2. Expiration Date - The "expiration date" of this contract is the date upon which the parties have fully performed under this contract or any applicable timeframe for expending the source of funding has expired.
 - 3. Suspension - The "suspension" of this contract shall mean a temporary cessation of payment pending corrective action by the Contractor or pending a decision by the Department to terminate this contract.
- b. Notwithstanding any provision or language in this contract to the contrary, the Department may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the Contractor.
- c. 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 within the time frames set forth herein, the Department may (1) suspend this contract and withhold further payments; (2) prohibit the Contractor from incurring additional obligations of contract funds pending corrective action by the Contractor; or (3) decide to terminate this contract in whole or in part, upon ten (10) days written notice in accordance with Subsection (d), below.
- d. If the Department suspends or terminates this contract, an equitable adjustment in contract payment shall be made to the Contractor for reasonable, nonrefundable expenditures or contractual obligations incurred by the Contractor, which cannot be canceled for commitments made prior to the effective date of such suspension or termination, not in anticipation of it, and which would have been allowable had this contract not been suspended or terminated. Additionally, the Department may, at its sole discretion, allow Contractor to incur additional costs that could not be reasonably avoided.
- e. 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. Both 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.
- f. The closeout procedures described in Section XVI of the General Terms and Conditions - Closeout Procedures, shall apply in all cases of termination of this contract.

XVIII. Access to Records

- a. The Contractor agrees to make available to the Department, the Office of the State Comptroller, any other State auditor, and any of their duly authorized representatives, and, for Federally-funded contracts, any Federal agency whose funds are expended in the course of this contract, Inspectors General, and the Comptroller General of the United States, and any of their duly authorized representatives, such pertinent records, books, documents, and papers as may be necessary to monitor and audit the Contractor's operations under this contract.
- 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 work papers produced in connection with audits made by the Contractor or by independent certified public accountants or municipal accountants hired by the Contractor to perform such audits.
- e. The provisions of this Section XVIII shall continue in full force and effect after the termination, expiration, or suspension of this contract.

XIX. Record Retention

- a. The Contractor shall retain records relevant to this contract, including but not limited to, financial and programmatic records, supporting documents, and statistical records, for a period of seven (7) years from the date of last payment under this contract, or such longer period as any applicable State or Federal statute may require, except:
 1. If any litigation, claim, or audit is started before the end of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 2. Records for nonexpendable real property and equipment acquired with Federal or Department funds shall be retained for seven (7) years after final disposition.
 3. When the Contractor is notified in writing by the Department to extend the retention period.
- 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.
- c. The provisions of this Section XIX shall continue in full force and effect after the termination, expiration, or suspension of this contract.

XX. 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, authorizing execution of this contract. If the Contractor is a corporation or other business entity, the Contractor must submit with this contract a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, authorizing execution of this contract. 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% of more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.2. See Attachment H-1.

- 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 VII 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, then the Contractor 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 this contract.

XXI. **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. **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 Contractor shall promptly notify the State in writing of any situation or occurrence which may potentially result in the submission of a claim against the State, in accordance with the provisions set forth in N.J.S.A. 59:13-5.
 - 2. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 - 3. 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.
- c. **Conflict of Terms:** In the event of any conflict, the order of precedence shall be: (1) the General Terms and Conditions of this Contract; (2) the Project Requirements (Attachment D-1); (3) any State Agency application form or specific correspondence describing the project and/or soliciting a Contractor proposal; (4) the Scope of Services (Attachment D); and (5) the Contractor's proposal (Attachment D-2). However, consistency with State and Federal law, as applicable, shall always have precedence in any conflict with the terms of this contract.
- 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 this 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 this 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. **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 any patents and copyrights protecting same, as well as income earned from license fees and/or royalties, subject to any Federal interest, as applicable. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this contract.

- g. 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.
- h. Severability: If 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.
- i. 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 or representation of the other which is not reiterated herein.
- j. Successors 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 assignee of the Contractor.
- k. 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.
- l. Notices: All notices, certificates, and other documents ("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 on Page 2 of this contract (General Terms and Conditions, 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.
- m. Waiver of Breach: A 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.
- n. 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.
- o. Waiver of Jury Trial: In the event of litigation, the Contractor waives any right it may have to a trial by jury.
- p. Change in Tax Status: Unless a government agency, the Contractor shall notify the Department immediately should there be any change or expected change in the Contractor's tax status as recognized by the U.S. Internal Revenue Service.
- q. Change in Ownership: If, during the term of this contract, the Contractor shall merge with or be acquired by another entity, change or dissolve its business or corporate structure, or otherwise change ownership, the Contractor shall provide notice to the Department in the manner provided 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 a failure to comply with the terms of this Subparagraph shall constitute cause for termination in accordance with Section XVII of the General Terms and Conditions - Termination, Expiration, and Suspension.
- r. Applicability of Provisions Excluded from the Contract: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as incorporated herein.

XXII. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act, (ADA), P.L. 101-36, in accordance with 42 U.S.C. 12101 et seq.
5. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
6. The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
8. In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - a. Letter of Federal Affirmative Action Plan Approval;

- b. Certificate of Employee Information Report; or
 - c. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).
10. The Contractor and its subcontractors shall furnish such reports or other documents to the Department as may be requested by the Department from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

**CONTRACT
BETWEEN**

**Stockton University
(Name of Contractor)**

AND

**THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: BA22-035

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A outlines the responsibilities established by the terms, conditions, requirements, and provisions of the General Terms and Conditions. Any modifications to the General Terms and Conditions of this contract are set forth in Section IX, below.

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

- ☒ are on file with the Department.
☐ will be forthcoming within 30 days after the effective date of this contract.
☐ are not required

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, this contract is

- ☒ fully funded.
☐ partially funded in the amount of \$

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 - Advance Payment, is
☐ authorized for \$
☒ not applicable.
- B. Progress payments
☐ shall be made on a _____ (e.g. mo./qtr./deliverable) basis in the amount of \$ _____ per payment.
☒ shall be based on actual expenditures submitted on a qtr _____ (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 \$25,171.68
(amount or description)
☒ shall be withheld pending receipt of all final reports.
☐ is not applicable.
☐ (other, specify)

NOTE: No payment can be made unless an Expenditure Report (Attachment C) is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this contract.

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. Financial and Performance Reporting (See Section XII of the General Terms and Conditions of this contract - Financial and Performance Reporting.)

- A. All Expenditure Reports must be certified by the Financial Officer.
- B. Periodic Expenditure Reports shall be submitted
☒ 10 days following the end of the qtr _____ (e.g. mo./qtr.) Quarter shall be defined as January through March, April through June, July through September and October through December.
☐ (other, specify) _____, but no later than the due date of the final Expenditure Report.
- C. Performance reports shall be submitted on a quarterly _____ (e.g. quarterly/annual) basis. These reports shall be submitted no later than 10 days after the end of each quarter _____ (e.g. quarter/year). Quarter shall be defined as set forth in paragraph B above.
- D. Final Expenditure and performance report, shall be submitted by the Contractor no later than 20 days after the
☒ Contractor's completion of all contract tasks
☐ the end of the Work Period

VI. Audit Requirements (See Section XIV of the General Terms and Conditions of this contract - Audit Requirements)

- A. An audit on this contract:
☐ shall be performed at the end of the work period.
☒ may be performed at the Department's discretion up to seven (7) years after the date of the last payment.
- B. If an audit is required, 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 Department's discretion
- C. The Department's records show the Contractor's fiscal year ends on 06/30. The Contractor shall notify the Department immediately if this date is incorrect or is changed.
- D. Copies of all audit reports must be submitted to DEP, Internal Audit Unit, PO Box 420, Trenton, NJ, 08625-0420 and to the Contracting Agency identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.

- VII. Contract Amendment** (See Section XV of the General Terms and Conditions of this contract - Contract Amendment.)
All revisions and modifications must be submitted, in writing, to (name) Kimberly Rennick, (title) Program Specialist, or the successor to that position (the "contract Officer").
- VIII. Authorizations and Disclosures** (See Section XX 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). State University
- B. Appended hereto as Attachment E - Governing Body Resolution, Corporate Resolution or LLC Resolution, is a
☒ governing body resolution.
☐ a corporate resolution.
☐ an LLC resolution.
☐ no resolution.
- C. Contractor's Stockholder Disclosure Statement is
☐ submitted herewith.
☒ not applicable.
- D. A Business Registration Certificate for Contractor to do business in New Jersey
☐ is attached to this contract.
☐ is on file with the Department.
☒ is not applicable.
- E. A Certificate of Authority for Contractor to do business in New Jersey
☐ is attached to this contract.
☐ is on file with the Department.
☒ is not applicable.
- F. A Business Registration Certificate for Contractor's subcontractor(s) to do business in New Jersey
☒ is attached to this contract.
☐ is on file with the Department.
☐ is not applicable.
- G. A Certificate of Authority for Contractor's subcontractor(s) to do business in New Jersey
☐ is attached to this contract.
☐ is on file with the Department.
☒ is not applicable.

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

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IX. 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 IX, 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 four pages.

- ☒ This Section IX does not contain modifications to the General Terms and Conditions of this contract.
- ☐ This Section IX does contain modifications to the General Terms and Conditions of this contract, as follows, and Attachment A now comprises _ _ pages.

**CONTRACT
BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: BA22-035**

ADDITIONAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

I. Required Certification

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this contract:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

II. Debarment and Suspension

- A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons - and further, pass down the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.
- B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this contract, or pursuit of legal remedies, including suspension and debarment.

III. Restrictions on Lobbying

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all subcontractors shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Contractor and all subcontractors shall certify and disclose accordingly:
 - 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 an 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (See Attachment A-1-A).
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying (Attachment A-1-A). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the this award. Therefore, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

IV. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

V. Federal Labor Standards

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate. General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov/dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this contract. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this contract shall be conditioned upon the subcontractor's acceptance of the wage determinations.
2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VI. Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor or its subcontractors at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

VII. Environmental Regulatory Compliance

- A. The Contractor shall not begin any implementation work under this contract until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. 4321, et seq., its implementing regulations, 40 CFR Part 1500-1508, and other applicable Federal Agency NEPA requirements. Further, the Contractor shall not begin any implementation work under this contract until compliance with the Endangered Species Act, 16 U.S.C. 1531, et seq., and the National Historic Preservation Act, 16 U.S.C. 470, et seq., if applicable, is completed.
- B. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VIII. Procurement of Recovered Materials

The Contractor and any subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IX. Federal Funding of Conferences

The Contractor certifies that no Federal funds shall be used to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities or services of, a place of public accommodation that does not meet the requirements of the fire prevention and control guidelines described in Section 29 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2225).

X. Additional Provisions



STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

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

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she 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.
- (5) 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.
- (6) 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/her 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.
- (7) 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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141 3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141, 3144, and 3146 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701 3708

Where applicable, all contracts awarded by the non Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**CONTRACT
BETWEEN**

L062122-2

Stockton University

(Name of Contractor)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: BA22-035

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 an 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 Form to Report Lobbying" in accordance with its instructions.

(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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above applicable certification.

Jennifer Kosakowski, Executive Director ORSP Stockton University
Typed Name & Title of Authorized Representative

Jennifer Kosakowski
Signature of Authorized Representative

06/23/2022

Date

NOTE: This Certification must be completed if the amount of Federal funding under this contract is greater than \$100,000, as indicated in Section 1 of the General Terms and Conditions of this contract (page 2), unless the Contractor has already certified as part of its application for grant funding. The Contractor shall similarly require its subcontractor(s) to complete this Certification if the amount of Federal funding under the subcontract is greater than \$100,000. Where this Certification is required, the Contractor and its subcontractor(s) shall complete Standard Form-LLL, as appropriate.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:

- b
- a. contract
 - b. grant
 - c. cooperative agreement
 - d. loan
 - e. loan guarantee
 - f. loan insurance

2. Status of Federal Action:

- b
- a. bid/offer/application
 - b. initial award
 - c. post-award

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:

☐ Prime

☒ Subawardee

Tier _____, if known:

Stockton University
101 Vera King Farris Drive
Galloway, NJ 08205

Congressional District, if known: NJ-002

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

New Jersey Department of Environmental Protection
PO Box 420
Trenton, NJ 08625

Congressional District, if known:

6. Federal Department/Agency:

FEMA

7. Federal Program Name/Description:

Hazard Mitigation Grant CFDA 97.039

CFDA Number, if applicable:

8. Federal Action Number, if known:

FEMA-DR4086-HMGP-NJ-533-R

9. Award Amount, if known:

\$ \$ 9,170,407.00

10. a. Name and Address of Lobbying Entity

(if individual, last name, first name, MI):

b. Individuals Performing Services (including address if

different from No. 10a)

(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

\$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in kind; specify: nature _____
value _____

13. Type of Payment (check all that apply):

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached

☐ Yes

☒ No

16. 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 user above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress as required and 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 \$1,000 and not more than \$100,000 for each such failure.

Signature: Jennifer Kosakowski
Print Name: Jennifer Kosakowski
Title: Executive Director, ORSP, Stockton University
Telephone No.: [REDACTED] Date: 06/23/2022

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 30 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.

DEP-069
02/19

ATTACHMENT A-1-A
Page 4 of 4

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

**CONTRACT
BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER:BA22-035
APPROVED PROJECT BUDGET**

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	Contractor ("MATCH")	OTHER
A. Personnel Costs					
Salaries	\$ 52,185.54	\$ 52,185.54	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 62,467.87	\$ 62,467.87	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 80,000.00	\$ 4,500.00	\$ 75,500.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
▪ Equipment Maintenance	\$ 25,840.00	\$ 5,840.00	\$ 20,000.00	\$ 0.00	\$ 0.00
▪ Travel	\$ 2,100.00	\$ 2,100.00	\$ 0.00	\$ 0.00	\$ 0.00
▪ Supplies	\$ 2,440.00	\$ 2,440.00	\$ 0.00	\$ 0.00	\$ 0.00
▪ Boat	\$ 8,800.00	\$ 8,800.00	\$ 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	\$ 233,833.41	\$ 138,333.41	\$ 95,500.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 233,833.41	\$ 138,333.41	\$ 95,500.00	\$ 0.00	\$ 0.00
Indirect Costs (Indicate rate: 10.00%)	\$ 17,883.34	\$ 13,383.34	\$ 4,500.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT *	\$ 251,716.75	\$ 151,716.75	\$ 100,000.00	\$ 0.00	\$ 0.00

* Total Project Amount must equal the amounts indicated under General Terms and Conditions, I. contract Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 1)

TOTAL CONTRACT AMOUNT is ☐ the sum of "Federal" column for a total of \$
☒ the sum of "Federal" and "State" columns for a total of \$ 251,716.75
☐ the sum of "Federal", "State" and "Other" columns for a total of \$

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) 4,5,6,7 .
☒ Attachment B-1 - Itemization and Justification of Budget, comprising 5 page(s).

**CONTRACT
BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: BA22-035

ITEMIZATION AND JUSTIFICATION OF BUDGET

If neither Attachment D -Scope of Services, nor Attachment D-2 -Contractor's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, comprising 5 page(s), including this page.

Note: The Project Budget Justification Table on the following page is an updated version of the salary information submitted in the proposal (Attachment D-2), and same is the basis of the salary information shown in Attachment B's Item A and within the enclosed Attachment B Worksheet.

Project Budget Justification Table Attachment B-1

Money Island Monitoring Year One

Position Titles	Task 1 Hours	Task 2 Hours	Task 3 Hours	Task 4 Hours	Task 5 Hours	Task 6 Hours	Total Hours	Hourly Rate W/Benefits
Executive Director/Principle Geologist						2	2	\$215.58
Assistant Director/Project Manager	18	14	16	14	14	24	100	\$120.74
Geotechnical/Hydrographic Coordinator	22	14	28		24	7	95	\$116.57
Office Manager				7			7	\$59.02
Field Crew Coordinator	21	14			28	28	91	\$68.35
Staff Technican	28	14			14		56	\$56.34
Field Technican	28	14	28				70	\$53.66
GIS/Geospatial Analyst	7	28	28		28	35	126	\$62.12
Surveyor PLS	2						2	\$32.94
Temporary Employment Specialist	32	16					48	\$22.40
Temporary Employment Specialist	16	16					32	\$22.40
Research Vessel Captain USCG		16					16	\$128.13
Marine Technican Specialist		16					16	\$88.71
SALARIES & BENEFITS BY TASK	\$10,829.03	\$11,744.61	\$8,437.67	\$2,103.48	\$8,929.81	\$8,232.56	\$50,277.98	CRC PROJECT
F/S Supplemental								SALARIES
SU Data Scientist (F/S)		16					16	\$69.97
SU Faculty Engineer Advisor (F/S)			120				120	\$49.41

Money Island Monitoring Year Two

Position Titles	Task 1 Hours	Task 2 Hours	Task 3 Hours	Task 4 Hours	Task 5 Hours	Task 6 Hours	Total Hours	Hourly Rate W/Benefits
Executive Director/Principle Geologist						2	2	\$215.58
Assistant Director/Project Manager	21	14	16	14	14	24	100	\$120.74
Geotechnical/Hydrographic Coordinator	20	14	28		24	7	95	\$116.57
Office Manager				7			7	\$59.02
Field Crew Coordinator	21	14			28	28	91	\$68.35
Staff Technican	28	14			14		56	\$56.34
Field Technican	28	14	28				70	\$53.66
GIS/Geospatial Analyst	7	28	28		28	35	126	\$62.12
Surveyor PLS	2						2	\$32.94
Temporary Employment Specialist	32	14					48	\$22.40
Temporary Employment Specialist	14	14					32	\$22.40
Research Vessel Captain USCG		16					16	\$128.13
Marine Technican Specialist		16					16	\$88.71
SALARIES & BENEFITS BY TASK	\$10,829.03	\$11,744.61	\$8,437.67	\$2,103.48	\$8,929.81	\$8,232.56	\$50,277.98	CRC PROJECT
F/S Supplemental								SALARIES
SU Data Scientist (F/S)		16					16	\$69.97
SU Faculty Engineer Advisor (F/S)			120				120	\$49.41

Std Indirect Rate = 10% applied to all staff salaries, supplies, travel, equipment & boat use (rentals)

Std Indirect Rate = 10% applied to first \$25,000 of subcontractor total of \$80,000

Fringe Rate of 0.6105 is State and University Determined Applied to All Full Time Staff & Faculty, TES Rate is 0.0765

Note: Faculty/Staff Supplemental are noted by SU & (F/S) designation in position titles table above

Summary of Hourly Rates & Hours

Organization/Project	Professional Title	Rate W/Benefits	Hours
<u>Stockton University CRC</u>			
Money Island Monitoring (2yrs)			
	Executive Director/Principle Geologist	\$215.58	4
	Assistant Director/Project Manager	\$120.74	200
	Geotechnical/Hydrographic Coordinator	\$116.57	190
	Office Manager	\$59.02	14
	Field Crew Coordinator	\$68.35	182
	Staff Technican	\$56.34	112
	Field Technican	\$53.66	140
	GIS/Geospatial Analyst	\$62.12	252
	Surveyor PLS	\$32.94	4
	Temporary Employment Specialist	\$22.40	96
	Temporary Employment Specialist	\$22.40	64
	Research Vessel Captain USCG OUPV Lic	\$128.13	32
	Marine Technican Specialist	\$88.71	32
	SU Faculty Engineer Advisor (F/S)	\$49.41	120
	SU Data Scientist (F/S)	\$69.97	32

American Littoral Society

Money Island Monitoring (2yrs)			
	Habitat Program Director/Coastal Ecologist	\$61.99	162
	Habitat Restoration Project Manager	\$40.40	228
	Habitat Restoration Coordinator	\$27.66	208
	Habitat Restoration Technician	\$19.69	306
	Communications Manger	\$34.90	16
	Executive Director	\$67.87	8
	Financial Director	\$57.42	39
	Principal wildlife Biologist	\$120	80
	Wildlife Biologist	\$80.00	120
	Wildlife Technician	\$50.00	296

Please note: CRC Staff Benefits Rate is 0.6105 as per State and University
Faculty/Staff Supplemental Benefits Rate is 0.0765

Attachment B-1 Worksheet Page 1 of 2

Stockton Document 1: Rates and Hours

(Rates and Hours document included in contract under Attachment B-1)

Breakdown of Stockton Rates/ONE YR Hours

	Hourly Rate	Fringe %	Fringe Amt	Fringe amt x hrs = 1 year of Fringe Benefits	Reg Amt	Reg amt x hrs = 1 year of Personnel Costs/Salaries	Hours	Hourly Rate x hrs = 1 yr of Pers. Costs/Salaries + Fringe Benefits
Exec Dir	215.5800	0.6105	\$131.61	\$263.22	\$83.97	\$167.94	2	\$431.16
Asst Dir	120.7400	0.6105	\$73.71	\$7,371.18	\$47.03	\$4,702.82	100	\$12,074.00
Geotech	116.5700	0.6105	\$71.17	\$6,760.77	\$45.40	\$4,313.38	95	\$11,074.15
Off Mngr	59.0200	0.6105	\$36.03	\$252.22	\$22.99	\$160.92	7	\$413.14
Fld Coord	68.3500	0.6105	\$41.73	\$3,797.22	\$26.62	\$2,422.63	91	\$6,219.85
Staff Tech	56.3400	0.6105	\$34.40	\$1,926.15	\$21.94	\$1,228.89	56	\$3,155.04
Fld Tech	53.6600	0.6105	\$32.76	\$2,293.16	\$20.90	\$1,463.04	70	\$3,756.20
Gis Analys	62.1200	0.6105	\$37.92	\$4,778.46	\$24.20	\$3,048.66	126	\$7,827.12
Surveyor	32.9400	0.6105	\$20.11	\$40.22	\$12.83	\$25.66	2	\$65.88
Terrm Emp	22.4000	0.6105	\$13.68	\$656.41	\$8.72	\$418.79	48	\$1,075.20
Temp Emp	22.4000	0.6105	\$13.68	\$437.61	\$8.72	\$279.19	32	\$716.80
Vessel Capt	128.1300	0.6105	\$78.22	\$1,251.57	\$49.91	\$798.51	16	\$2,050.08
Marine Tech	88.7100	0.6105	\$54.16	\$866.52	\$34.55	\$552.84	16	\$1,419.36
Fac Eng (F/S)	49.4100	0.0765	\$3.78	\$453.58	\$45.63	\$5,475.62	120	\$5,929.20
Data Science (F/S)	69.9700	0.0765	\$5.35	\$85.64	\$64.62	\$1,033.88	16	\$1,119.52
				\$31,233.93		\$26,092.77	Subtotal: 1 Yr Item A.	\$57,326.70
							Total: 2 Yrs B-1 Item A.	\$114,653.40
							Subtotal: 1 Yr Item A. IC (at 10%)	\$5,732.67
							Total: 2 Yrs B-1 Item A. IC (at 10%)	\$11,465.34

Attachment B-1 Worksheet Page 2 of 2

Stockton Document 2: PROPOSAL

(Proposal included in contract under Attachment D-2)

Breakdown of Proposed First Year (of Two Year Project, Same Scope for Second Year)

Proposal Category	Proposal Task Group	Category Amt-YR ONE
Salaries (CRC + F/S) (Note: Proposal's salaries' totals include fringe + all IC)	Task 1	\$11,815.58
	Task 2	\$14,356.00
	Task 3	\$16,381.74
	Task 4	\$3,625.20
	Task 5	\$9,494.29
	Task 6	\$8,746.74
		\$64,419.55
Other Costs:		
Equipment Maintenance	Task 1	\$1,200.00
	Task 2	\$4,760.00
	Task 3	\$6,800.00
	Task 4	\$30.00
	Task 5	\$100.00
	Task 6	\$30.00
	Total EU Yr1	\$12,920.00
Travel	Task 1	\$450.00
	Task 2	\$225.00
	Task 3	\$300.00
	Task 4	\$75.00
	Task 5	\$0.00
	Task 6	\$0.00
	Total Trav Yr1	\$1,050.00
Expendable Supplies	Task 1	\$100.00
	Task 2	\$100.00
	Task 3	\$1,020.00
	Task 4	\$0.00
	Task 5	\$0.00
	Task 6	\$0.00
	Total ExpSu Yr1	\$1,220.00
Boat	Task 1	\$1,040.00
	Task 2	\$2,080.00
	Task 3	\$1,280.00
	Task 4	\$0.00
	Task 5	\$0.00
	Task 6	\$0.00
	Total Boat Yr1	\$4,400.00
Subtotal: 1 Yr Other Costs		\$19,590.00
Total: 2 yrs Other Costs		\$39,180.00
2 yrs Other Costs IC (at 10%)		\$3,918.00
Consultants and Subcontractors:		
Contractor	Task 1	\$0.00
	Task 2	\$0.00
	Task 3	\$0.00
	Task 4	\$40,000.00
	Task 5	\$0.00
	Task 6	\$0.00
	Subtotal: 1 Yr Contractor	\$40,000.00
Total: 2 Yrs Contractor		\$80,000.00
\$25,000 ellg Consultant IC (at 10%)		\$2,500.00

Please Note: The above salary/hours breakdown (under Document 1) is an updated version of what was submitted in the proposal (Attachment D-2) and as shown herein under Document 2. Therefore, the above updated salary information is reflected in the contract.

**CONTRACT
BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: BA22-035

SCOPE OF SERVICES

The Scope of Services for this Contract incorporates the Contractor's proposal, as approved by the Department (Attachment D-2); any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions thereto. 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, Project Requirements, (2) Attachment D, Scope of Services, (3) Attachment D-2, Contractor's Proposal. This Attachment D comprises 2 page(s), including this page.

The NJDEP Superstorm Sandy Blue Acres Buyout Program (SSBAPP) was awarded FEMA Hazard Mitigation Grant Program funds for the acquisition, demolition and restoration of flood-prone properties within the Money Island section (western side of) of Downe Township in Cumberland County, NJ. This contract is for post-construction monitoring services required under NJ General Permit 24 (No 0604-21-0006.1 LUP210001) issued in August 2021 for the project's restoration construction activities. Restoration construction was completed in March 2022. The monitoring will assess the efficacy of the constructed measures, as detailed in the Monitoring and Adaptive Management Plan, which was included in the application submittal of the aforementioned General Permit 24 and developed based on feedback and guidance from federal and state agencies.

Stockton's tasks and completion deadlines are outlined as follows.

YEAR ONE

Timeline: YEAR ONE's monitoring includes a series of monitoring intervals, occurring during months 1-3, months 6-10, and months 12-15, with data analysis occurring between months 10-16 and the annual data collection and monitoring report being prepared and finalized between months 13-18.

Task One:

*Site Assessment

*Perform detailed topographic surveys including beach profiles and bathymetric studies

Task Two:

*Perform RTK GPS surveys, static scan and LiDar scans of structures

*Conduct multi beam sonar and side scans surveys of submerged structures and bottom conditions

Task Three:

*Install wave gauges to measure wind and weather conditions

Task Four:

*Survey horseshoe crab spawning densities during spawning season

*Weekly monitoring of horseshoe crab egg clusters during spawning season

*Monitor for impinged horseshoe crabs every 2 days during spawning season

*Classify breakwater marine life

*Conduct surveys of red knots at least once every 3 days during May through migratory season at both high and low tides

Task Five:

*Download collected field data

*Prepare data for analysis using ARCGIS MATLAB and other programs

*Analyze data

Task Six:

*Create and submit final report to include:

-DEM's elevation change maps

-Cross-sections

-Visual displays of structural changes calculating shoreline position and beach volume changes for presentation

-Combined Abiotic and Biotic monitoring results

YEAR TWO:

Timeline: YEAR TWO's monitoring includes a series of monitoring intervals, occurring during months 13-15, months 17-21, and months 23-26, with data analysis and annual reporting concluding during month 27. If the FEMA-HMGP-DR-4086-NJ-077-R grant is not extended to June 14, 2024, but a period of performance extension is approved to a date prior to June 14, 2024, YEAR TWO's timeline will extend to the date of the approved period of performance expiration date.

All Tasks: YEAR ONE's Tasks (One through Six) will be repeated in YEAR TWO. If the FEMA-HMGP-DR-4086-NJ-077-R grant is not extended to June 14, 2024, but a period of performance extension is approved to a date prior to June 14, 2024, Stockton will complete the extent of YEAR TWO tasks based on the Money Island Post Restoration Project Monitoring Timeline in Attachment D. In addition, YEAR TWO data reduction, analysis, annual report, and final reporting will be provided based on the extent of monitoring completed.

NJDEP will be available to attend meetings, review drafts, and respond to inquiries, as needed.

Product Deliverables:

Stockton will provide quarterly performance reports on project progress.

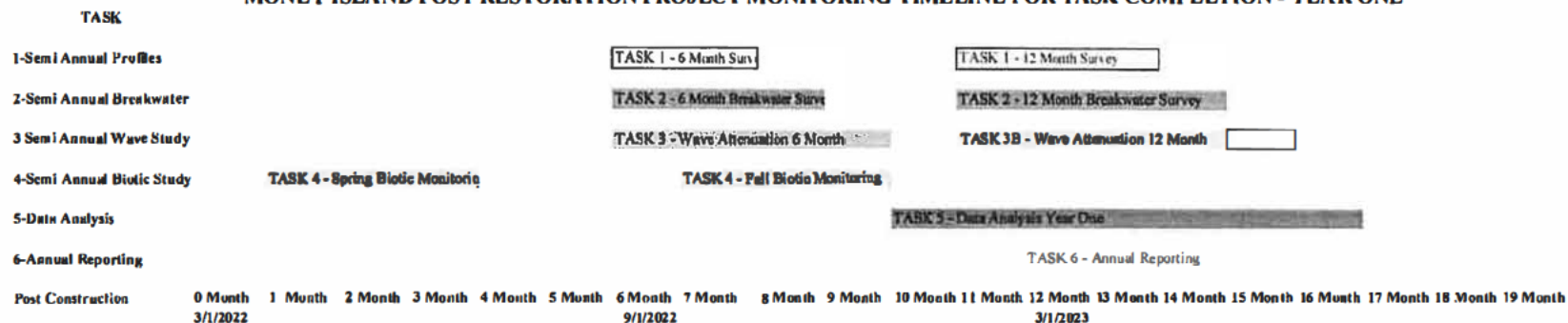
Stockton University will compile all field collected data. All monitoring and field collected data will be made available to DEP.

Stockton University will also download, reduce and analyze all the field data collected and prepare a final report for YEAR ONE displaying and summarizing the monitoring results. This effort will be repeated in YEAR TWO of the monitoring and provide analysis of YEAR TWO data collected, as well as final reporting summarizing the overall results of the post-construction monitoring.

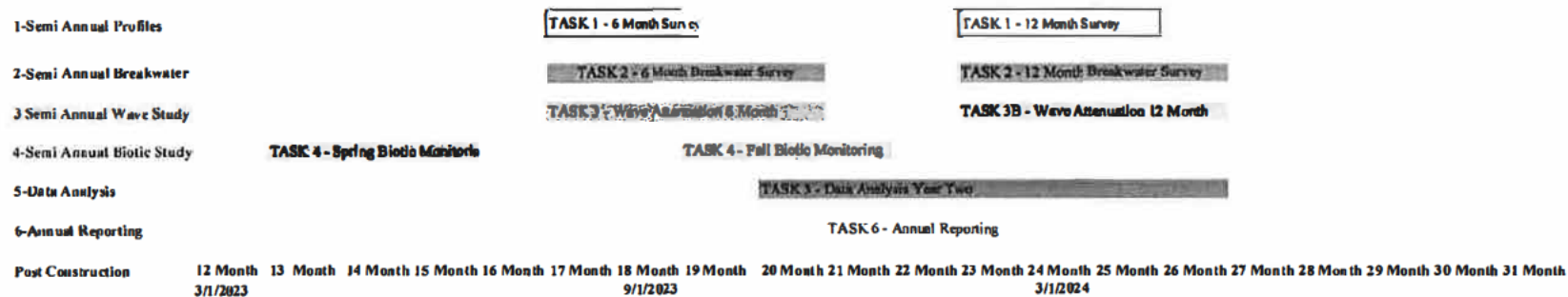
NJDEP will consider Stockton to have satisfied its obligations under this contract via the submission of quarterly and annual reporting, which NJDEP will evaluate and assess.

ADD A PAGE

MONEY ISLAND POST RESTORATION PROJECT MONITORING TIMELINE FOR TASK COMPLETION - YEAR ONE



MONEY ISLAND POST RESTORATION PROJECT MONITORING TIMELINE FOR TASK COMPLETION - YEAR TWO



**CONTRACT
BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: BA22-035

PROJECT REQUIREMENTS

Listed below are specific requirements, including special conditions, of the program and the project covered by this Contract. The Contractor shall comply with the requirements set forth below, as well as any requirements of the program's enabling legislation and any rules and regulations promulgated pursuant thereto.

This Attachment D-1 comprises 1 page(s), including this page.

By June 14, 2023 Stockton University will have completed Year One of the monitoring. SSBABP has received an approved period of performance extension through June 14, 2023 for the FEMA-Hazard Mitigation Grant Program (HMGP)-Disaster Recovery (DR)-4086-NJ-077-R grant. The Program will be permitted to apply for an additional one-year extension, to June 14, 2024, when it nears the current period of performance expiration date.

If the FEMA-HMGP-DR-4086-NJ-077-R grant is not extended to June 14, 2024, but a period of performance extension is approved to a date prior to June 14, 2024, Stockton will complete the extent of Year Two tasks based on the Money Island Post Restoration Project Monitoring Timeline in Attachment D. In addition, Year Two data reduction and analysis and final reporting will be provided based on the extent of monitoring completed.

NJDEP will have full ownership of all intellectual property associated with and/or resulting from this contract, including but not limited to raw data, topographic surveys, and reports.

**CONTRACT
BETWEEN
Stockton University
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: BA22-035

CONTRACTOR'S PROPOSAL

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

See attached proposal provided by Stockton University.

The Coastal Research Center

Ph. 609-652-4245

Fax 609-748-0656



ATTACHMENT D-2

Page 2 of 7

30 Wilson Avenue
Port Republic, NJ 08241

www.stockton.edu/crc

NEW JERSEY'S DISTINCTIVE PUBLIC UNIVERSITY

Kimberly Rennick
New Jersey Department of Environmental Protection
Blue Acres Program
428 East State Street, 2nd floor
P.O. Box 420
Trenton, NJ 08625-0420

April 14, 2022

Dear Ms Rennick,

The Stockton University Coastal Research Center (CRC) is pleased to offer a scope of work and budget for two years of post-project monitoring at the NJDEP Blue Acres Program Money Island restoration site in Downe Township NJ. This proposal includes Abiotic and Biotic monitoring at the project site to help assess project performance in the first and second - years following implementation of the habitat restoration design. The monitoring scope of work was developed to satisfy the NJDEP permit requirements listed in the special conditions for the Money Island project.

The implementation monitoring included in the permit language was conducted during construction. This included "As Built" surveys by the contractor and on-site inspector supervision by NJDEP OCE. These efforts satisfied the first two conditions 1) Did the construction conform to the project design? 2) Did construction cause a more significant than expected impact on the site?

This proposal will address the effectiveness monitoring project objectives. 3) Did the breakwaters slow the loss of sand? 4) Do breakwaters impact horseshoe crab (HSC) breed? 5) Do breakwaters impact fish production? 6) Did the breakwaters impact Red Knot numbers or use? 7) Were there unexpected impacts apparent after six and 12 months?

To determine the success of the project objectives and answer these questions a scope of work was developed that includes the following:

- Elevation and shape descriptions
- Beach profile and sand placement estimates
- Bathymetry within 200 ft of low tide shoreline
- Wave monitoring
- Horseshoe crab numbers and egg cluster counts
- Red knot counts

To achieve the CRC will conduct semi-annual topographic surveys along the project shoreline and 100-foot spaced beach profiles across the project site including the dune, beach and nearshore. These will be used to determine shoreline position and sand volume changes across the site and help determine the beach response to the breakwaters versus areas outside the wave sheltering lee of the breakwater units. In addition, a series of 50-foot spaced profiles will be surveyed in the immediate lee of the breakwaters to provide a more detailed shoreline response assessment. The CRC will conduct bathymetric surveys of the nearshore, continuing seaward beyond the Nantuxent Creek Channel using a research vessel equipped with Hypack and single beam echo sounder to determine bottom conditions and changes over time. This information will help with

determining longshore and cross-shore sediment transport and overall project performance. This information will be collected at 6 months, 12 months in the first year then at 18 months and 24 months in the second-year post construction.

Task two will collect elevation and position data on the structures and surrounding bottom conditions to determine the performance and stability of the structures over time. Structural stability will affect the overall effectiveness of the structures to create quiescent water in the lee needed to enhance HSC breeding and reduce erosion rates. Measurements will be taken using RTK GPS, and each unit will be scanned at low tide using a static scanner from shore and mobile LiDAR unit from the seaward side using a Stockton University research vessel to determine crest and upper third of the unit slope conditions. The lower two thirds of the slopes and bottom conditions will be scanned at high tide using a Stockton University research vessel equipped with multi-beam sonar and side scan to track any changes. Stockton University faculty and staff will assist CRC staff in collecting, processing and analysis of the data.

Task three will be to conduct wave attenuation studies. This will involve placing wave gauges both in the project area where breakwaters were installed and on control sites within the project area unprotected by the breakwaters to determine the degree of wave energy and transmitted wave dampening impact from the structures. Gauges will be deployed to acquire data on various wind and weather conditions that affect the local wave climate. Stockton University faculty will aid CRC staff with valuable expertise with installation of gauges and evaluation of the datasets collected.

Task four is to conduct biotic studies to determine the ecological benefits and impacts of the project. Work includes conducting surveys of horseshoe crab spawning densities using methods developed and implemented by the Atlantic States Marine Fish Commission. Surveys will be conducted weekly and coincide with full and new moon periods when they occur. Horseshoe crab eggs will be monitored weekly throughout the spawning period from early May to Mid-June. Egg clusters and surface eggs will be counted according to methods outlined in Pellew et al. 2020. All breakwaters will be monitored every two-four days for crabs impinged on breakwaters. We will examine each breakwater to classify marine life using the breakwaters. The value of breakwaters to fish will be improved in two ways: 1) Increasing horseshoe crab spawning resulting from the sheltered water behind the breakwaters will increase eggs available to fish and hatched crab young for fish later in the season; and 2) Rock breakwaters will provide habitat for forage fish and shellfish, prey for larger species. We'll evaluate both sources of productivity to gauge the contribution to fishery production made by constructed breakwaters. Ultimately, the project aims to provide new resources for red knots and other shorebirds that migrate to Delaware Bay, build weight, and continue their flight to Arctic nesting areas. Red knots populations will be surveyed at least once every three days daily during May at both high and low tides as they should benefit from increased egg densities at high tide and after the tide recedes feeding on eggs scatter in the low tide flats. American Littoral Society as a subcontractor to CRC will collect the majority of biotic data while CRC staff will assist as needed and oversee data collection then prepare data for presentation in reporting.

Task five is to download, reduce and analyze all the field data collected for use in task 6 preparing a final annual report displaying and summarizing the monitoring results. This effort will be repeated in year two of the monitoring with a final report summarizing the results following two years of post-project monitoring.

Please review the attached scope of work and budget and let us know if you have any questions or concerns, we can address. The CRC looks forward to continuing to assist the NJDEP Blue Acres program with its critical beach habitat restoration project at Money Island in Downe Twp NJ.

Sincerely,



Steven Hafner, Assistant Director of Center
Stockton University
Coastal Research Center

BUDGET

ATTACHMENT D-2
Page 4 of 7

PROJECT AREA ASSESSMENT - MONITORING YEAR ONE

Task 1 MONEY ISLAND BEACH PROFILES & BATHYMETRIC SEMI-ANNUAL SURVEYS (6 & 12 MONTHS)

Work includes a site visit to begin assessment of conditions on the ground, followed by detailed topographic surveys including beach profiles and bathymetric studies of nearshore and including the nearby Nantuxent channel.

Salaries	\$ 11,815.58
Equipment Use	\$ 1,200.00
Travel	\$ 450.00
Expendable Supplies	\$ 100.00
Boat	\$ 1,040.00
Total Task 1A	<u>\$ 14,605.58</u>

Task 2 MONEY ISLAND BREAKWATER ELEVATION & SHAPE STABILITY MONITORING SEMI-ANNUAL (6 & 12 MONTH)

Work includes RTK GPS surveys, static scan and mobile LiDar scans of the structures plus multi beam sonar and side scans surveys of the submerged structure and immediate bottom conditions.

Salaries	\$ 13,236.44
Equipment Use	\$ 4,760.00
Travel	\$ 225.00
Expendable Supplies	\$ 100.00
Boat	\$ 2,080.00
Faculty/Staff Supplemental	\$ 1,119.56
Total Task 2	<u>\$ 21,601.00</u>

Task 3 BREAKWATER WAVE ATTENATION MONITORING SEMI-ANNUAL (6 & 12 MONTH)

Work includes installing wave gauges at the breakwater site and on adjacent unprotected project sites to measure the wave climate in response to various wind and weather conditions.

Salaries	\$ 10,452.38
Equipment Use	\$ 6,800.00
Travel	\$ 300.00
Expendable Supplies	\$ 1,020.00
Boat	\$ 1,280.00
Faculty/Staff Supplemental	\$ 5,929.36
Total Task 3	<u>\$ 25,781.75</u>

Task 4 BIOTIC MONITORING (HSC (NUMBERS & EGG DENSITY), RED KNOT & FISH POPULATIONS, BIVALVE AND CRUSTACEA UTILIZING AND COLONIZING BREAKWATERS

Work includes surveys of HSC spawning densities, weekly monitoring of HSC eggs during the spawning period both buried egg clusters and surface clusters, included is monitoring for impinged crabs on the breakwaters every 2 days during the spawning season. Examine each breakwater to classify marine life using the structures. Red Knot surveys will be conducted at least once every three days daily during May through the migratory at both high and low tides.

Salaries	\$ 3,625.20
Equipment Use	\$ 30.00
Travel	\$ 75.00
Contractor – ALS	\$ 40,000.00
Total Task 4	<u>\$ 43,730.20</u>

Task 5 – DATA REDUCTION & ANALYSIS

Work includes downloading the collected field data and preparing for analysis, including creating files for ARCGIS MATLAB and other programs used for data analysis.

Salaries	\$ 9,494.29
Equipment Use	\$ 100.00
Total Task 5	<u>\$ 9,594.29</u>

Task 6 – ANNUAL DELIVERABLES (DEM, ELEVATION CHANGE MAPS, CROSS-SECTION PLOTS, VOLUME & SHORELINE CHANGES, ETC. REPORT)

Work includes creating deliverables using ARCGIS to develop DEM's elevation change maps, cross-section plots, visual displays of structural changes calculating shoreline position and beach volume changes for presentation and combining Abiotic and Biotic monitoring results into a final annual report.

Salaries	\$ 8,746.74
Equipment Use	\$ 30.00
Total Task 6	<u>\$ 8,776.74</u>

Project Year One Total **\$124,089.55**

PROJECT AREA ASSESSMENT - MONITORING YEAR TWO

Task 1 – MONEY ISLAND BEACH PROFILES & BATHYMETRIC SEMI-ANNUAL SURVEYS (18 & 24 MONTHS)

Work includes a site visit to begin assessment of conditions on the ground, followed by detailed topographic surveys including beach profiles and bathymetric studies of nearshore and including the nearby Nantuxent channel.

Salaries	\$ 11,815.58
Equipment Use	\$ 1,200.00
Travel	\$ 450.00
Expendable Supplies	\$ 100.00
Boat	\$ 1,040.00
Total Task 1A	<u>\$ 14,605.58</u>

Task 2 – MONEY ISLAND BREAKWATER ELEVATION & SHAPE STABILITY MONITORING SEMI-ANNUAL (18 & 24 MONTHS)

Work includes RTK GPS surveys, static scan and mobile LiDar scans of the structures plus multi beam sonar and side scans surveys of the submerged structure and immediate bottom conditions.

Salaries	\$ 13,236.44
Equipment Use	\$ 4,760.00
Travel	\$ 225.00
Expendable Supplies	\$ 100.00
Boat	\$ 2,080.00
Faculty/Staff Supplemental	\$ 258.36
Total Task 2	<u>\$ 20,659.80</u>

Task 3 – BREAKWATER WAVE ATTENATION MONITORING SEMI-ANNUAL (18 & 24 MONTHS)

Work includes installing wave gauges at the breakwater site and on adjacent unprotected project sites to measure the wave climate in response to various wind and weather conditions.

Salaries	\$ 10,452.38
Equipment Use	\$ 4,800.00
Travel	\$ 300.00
Expendable Supplies	\$ 100.00
Boat	\$ 1,280.00
Faculty/Staff Supplemental	\$ 5,929.36
Total Task 3	<u>\$ 25,781.75</u>

Task 4 – BIOTIC MONITORING (HSC (NMBERS & EGG DENSITY), RED KNOT & FISH POPULATIONS, BIVALVE AND CRUSTACEA UTILIZING AND COLONIZING BREAKWATERS

Work includes surveys of HSC spawning densities, weekly monitoring of HSC eggs during the spawning period both buried egg clusters and surface clusters, included is monitoring for impinged crabs on the breakwaters every 2 days during the spawning season. Examine each breakwater to classify marine life using the structures. Red Knot surveys will be conducted at least once every three days daily during May through the migratory season at both high and low tides.

Salaries	\$ 3,625.20
Equipment Use	\$ 30.00
Travel	\$ 75.00
Contractor – ALS	\$ 40,000.00
Total Task 4	<u>\$ 43,730.20</u>

Task 5 – DATA REDUCTION & ANALYSIS

Work includes downloading the collected field data and preparing for analysis, including creating files for ARCGIS MATLAB and other programs used for data analysis.

Salaries	\$ 9,494.29
Equipment Use	\$ 100.00
Total Task 5	<u>\$ 9,594.29</u>

Task 6 – ANNUAL DELIVERABLES (DEM, ELEVATION CHANGE MAPS, CROSS-SECTION PLOTS, VOLUME & SHORELINE CHANGES, ETC. REPORT)

Work includes creating deliverables using ARCGIS to develop DEM's elevation change maps, cross-section plots, visual displays of structural changes calculating shoreline position and beach volume changes for presentation and combining Abiotic and Biotic monitoring results into a final annual report.

Salaries	\$ 8,746.74
Equipment Use	\$ 30.00
Total Task 6	<u>\$ 8,776.74</u>

Project Year Two Total

\$124,089.55

Project Grand Total

\$248,179.10

STOCKTON UNIVERSITY

POLICY



Signatory Authority

Policy Administrator: Chief Financial Officer
Authority: N.J.S.A. 18A:64-6 & 8
Effective Date: August 25, 1977; February 24, 2016; May 6, 2020
Index Cross-References: Procedure 6416: Signatory Authority
Policy File Number: VI-65
Approved By: Board of Trustees

The Board of Trustees of a State College shall have general supervision over and shall be vested with the conduct of the University. The President of a State College shall be responsible to its Board of Trustees and shall have such powers as shall be requisite, for the executive management and conduct of the University in all departments, branches and divisions, and for the execution and enforcement of the bylaws, rules, regulations and orders governing the management, conduct and administration of the University (N.J.S.A. 18A:64-6 & 8).

The Board of Trustees further designates the University President or the President's designee authority to sign and execute on behalf of the University agreements with banking and financial institutions and to establish the appropriate accounts to deposit, transfer or withdraw funds; to agree to the purchase, sale or exchange of any funds or assets held in the accounts; to provide instructions, when necessary, to banking and financial institutions with respect to the management or investment of such funds or assets; and to sign checks, drafts, stock powers, bond powers or other orders with respect to assets of, or being added to, the accounts; and to transact any and all other business relating to the accounts, which at any time may be deemed advisable.

The Board of Trustees further designates the University President authority to execute contracts on behalf of the University. No person is authorized to execute contracts on behalf of the University unless granted by formal written authorization by the Board of Trustees or the University President.

Subject to these limitations, Procedure No. 6416: Signatory Authority further delegates to University officers formal written authorization to execute certain contracts and agreements on behalf of the University.

Review History:

	Date
Policy Administrator	12/18/2019
Divisional Executive	12/18/2019
General Counsel	12/18/2019
Cabinet	12/19/2019
President	12/19/2019
Board of Trustees	05/06/2020

STOCKTON UNIVERSITY

PROCEDURE



Signatory Authority

Procedure Administrator: Vice President for Administration & Finance and
Chief Financial Officer
Authority:
Effective Date: February 24, 2016; April 27, 2020, November 12, 2020
Index Cross-References: VI-65: Signatory Authority Policy
Procedure File Number: 6416
Approved By: Dr. Harvey Kesselman, President

All commitments of University resources must be reviewed and their associated agreements must be signed by authorized officials. It is essential that agreements and contracts are consistent with the goals and objectives of the University and do not expose the University to unacceptable financial or legal risks.

This procedure applies to designated employees who have been assigned signatory authority and responsibility to approve and execute contracts, documents for procurement of goods and services, contracts for the purchase and sale of real estate, grant agreements and awards, and travel on behalf of the University.

I. CONFLICT OF INTEREST:

It is the responsibility of all University employees to ensure that the University does not enter into contracts that present conflicts of interest. University employees must exercise their authority in a manner consistent with the University Code of Ethics Policy I-50.

II. CONTRACTS AND AGREEMENTS:

All contracts and agreements in excess of the bid threshold pursuant to N.J.S.A. 18A:64-54 must be reviewed by the University's Office of General Counsel prior to execution.

The University does not recognize contracts signed by University employees as binding on the University unless the employee who signed the contract has duly delegated signatory authority. Employees who sign contracts purporting to bind the University without delegated authority may be personally subject to legal action by the vendor and may be subject to disciplinary or administrative action, as appropriate, by the University.

The President has the authority to approve and enter into contracts and agreements on behalf of the University. The President delegates the following authority:

1. The Vice President for Administration & Finance and Chief Financial Officer is delegated the authority to execute contracts and agreements on behalf of the University in an amount up to \$2,500,000.
2. The Director of Procurement & Contracting of the University is delegated the authority to execute contracts on behalf of the University in an amount up to \$250,000.
3. The Executive Director for the Office of Research and Sponsored Programs is delegated authority to execute grant agreements on behalf of the University after review by the University's Office of General Counsel in an amount up to \$500,000.
4. The Executive Director of the Noyes Museum and the Dean of the School of Arts & Humanities is delegated authority to execute Exhibition Agreements and Consignment Agreements for the Noyes Museum after review by the University's Office of General Counsel.
5. The Provost, or the Provost's designee, is delegated authority to execute academic affiliation agreements, internship agreements, and memorandums of understanding.
6. The Dean of the School of Education is delegated authority to execute Cooperating Teacher Service agreements.
7. The Executive Director of the Southern Regional Institute and Educational Technology and Training Center is delegated authority to execute condensed service agreements after review by the University's Office of General Counsel.

Copies of all fully executed agreements shall be sent by officers delegated signature authority under this Procedure to Stockton.Contracts@stockton.edu and shall be retained in the files of such officers.

III. REAL ESTATE CONTRACTS AND AGREEMENTS:

The President has the authority to approve and enter into contracts and agreements on behalf of the University for the purchase of real estate in an amount up to \$1,000,000 and for the sale of property in an amount up to \$2,000,000. The President delegates the following authority:

1. The Vice President for Administration & Finance and Chief Financial Officer is delegated the authority to execute contracts and agreements on behalf of the University for the purchase of real estate in an amount up to \$1,000,000 and for the sale of property in an amount up to \$2,000,000.
2. The Director of Real Estate is delegated the authority to execute closing documents and certificates on behalf of the University that are required in connection with the purchase or sale of real estate, after review and approval by the Office of General Counsel and in accordance with University policies and procedures.

All contracts and agreements for the purchase or sale of real estate and all closing documents and certificates required in connection with the purchase or sale of real estate shall be reviewed and approved by the University's Office of General Counsel prior to execution.

IV. PROCUREMENT AND PAYMENT OF GOODS AND SERVICES:

The President has the authority to approve purchase orders and payments for the procurement of goods and services on behalf of the University and delegates the following authority:

1. Deans and Directors can approve purchase orders and payments for the procurement of goods and services that do not exceed \$50,000.
2. Purchase orders and payments for the procurement of budgeted goods and services for any Division that exceed \$50,000 require the approval of the Divisional Executive (Cabinet Member who is responsible for each University Division).
3. Divisional Executives can approve purchase orders and payments for the procurement of goods and services within the Division's annual budget.
4. The Vice President for Administration & Finance and Chief Financial Officer has authority to approve all institutional disbursements up to \$2,500,000.

Internal and External Awards:

The University President shall approve all Academic Development grant proposals and requests for sabbatical leave.

The Provost shall approve all grant proposals, sabbatical leaves, subventions, Career Development Committee recommendations, Research & Professional Development recommendations, and other internal University awards for Academic Affairs.

Travel:

The President has the authority to approve travel for University employees on behalf of the University and grants the following authority:

1. Divisional Executives are authorized to approve travel for their respective Deans and Directors.
2. Deans and Directors are authorized to approve travel for their respective Faculty, Staff, Students, program receptions, study tours, and staff training.

All international travel including international study tours are subject to additional review and approval by the Office of Global Engagement and the Office of Procurement, Contracting, and Risk Management.

International travel also requires approval by the Divisional Executive.

All requests for travel must be made in accordance with the University's Travel Procedure and approved by the University's Director of Disbursements.

V. DELEGATION OF AUTHORITY:

Delegations of authority may be essential for efficient and effective operations; however, the delegating officials retain overall responsibility for matters delegated to personnel under their supervision.

All University employees with signatory authority must obtain prior approval from the Vice President for Administration & Finance and Chief Financial Officer to delegate

signatory authority to any other employee on a Delegation of Signatory and Approval Authority form. An employee may only delegate the signature approval of such employee and any delegations shall only be made within the same Division.

Review History:

	Date
Procedure Administrator	10/23/2020
Divisional Executive	10/23/2020
General Counsel	11/03/2020
Cabinet	11/12/2020
President	11/12/2020

**New Jersey State Colleges and Universities
Risk Management
2000 Pennington Road, P.O. Box 7718
Ewing, New Jersey 08628-0718**

Brian Webb [REDACTED]

Dear Contract Administrator:

Re: Statutes Applicable to State Contracts

Stockton University, as a State entity under and subject to the provisions of N.J.S.A. 18A:64-82, with noted exceptions is prohibited from providing indemnification. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the availability of appropriations.

The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Tort Claims Act also creates a fund that provides for payment of claims under the Act against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties.

By entering into this agreement, you agree that the exclusive jurisdiction for all claims brought against Stockton University, shall be in the courts of the State of New Jersey subject to New Jersey law without regard to principles of conflicts of laws. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

Should you have any questions regarding the contents of this letter, please call Brian Kowalski, Esq., General Counsel at Stockton University at [REDACTED].

Brian Webb
Risk Manager
New Jersey State Colleges and Universities

**CONTRACT
BETWEEN**

Stockton University

(Name of Contractor)

AND

**THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: BA22-035

SUBCONTRACTOR LIST

SUBCONTRACTOR'S NAME: American Littoral Society
SUBCONTRACTOR'S ADDRESS: 18 Harthorne Dr, Suite 1, Highlands, NJ 07732
SUBCONTRACTOR'S PHONE #: 732-294-0055
TYPE(S) OF SERVICE(S) TO BE PROVIDED: Biotic Monitoring including avian surveys, horseshoe crab & egg surveys and fish diversity studies
ESTIMATED VALUE OF SUBCONTRACT: \$80,000.00
PERCENTAGE OF TOTAL CONTRACT AWARD: 31.78%

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section VIII, Paragraph F, the Contractor shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided ☒ is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL CONTRACT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section VIII, Paragraph F, the Contractor shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided ☐ is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL CONTRACT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section VIII, Paragraph F, the Contractor shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided ☐ is attached to this agreement.

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SUBCONTRACTOR'S PHONE #:
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ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL CONTRACT AWARD:

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