

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

**CONTRACT NUMBER: \_\_\_\_\_**

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Contract Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
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- XVII. Termination, Expiration, and Suspension
- XVIII. Access to Records
- XIX. Record Retention
- XX. Approvals and Authorizations
- XXI. Miscellaneous Provisions
- XXII. Exhibit 1 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**

<b>Federal Awarding Agency:</b>
Federal Award Name:
Federal Award Identification Number (FAIN):
Federal Award Date:
Total Amount of the Federal Award:

**GENERAL TERMS AND CONDITIONS**

**I. Contract Award Data and Signatures**

Contractor's	- Name:	(the "Contractor")
	Address:	
	Vendor ID #:	
	Financial Officer's - name:	
	- Title:	(the "Chief Financial Officer")

<b>The State of New Jersey (The "State")</b>	
<b>Department of Environmental Protection (the "Department" or the "DEP")</b>	
Contracting Agency's - name: _____	(the Contracting Agency")
- address:	

**CONTRACT AMOUNT:**

**Total Project Funding**

	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
<b>Source of Funds</b>	State General Fund		
	Federal		
	Contractor		
	Other (identify below)		
			<b>TOTAL APPROVED PROJECT AMOUNT</b>

**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 \_\_\_\_\_ or the effective date, whichever is earlier later, and runs for a period of \_\_\_\_\_ thereafter. Contract funds may be used only to satisfy obligations which arise during the work period.

<b>PURPOSE AND AUTHORITY:</b> Contract Project to be funded:
Statutory Authority for this Contract:
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)

\_\_\_\_\_, Deputy Attorney General  
(print name)

\_\_\_\_\_, Attorney for Contractor  
(print name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**APPROVAL OF CONTRACTING AGENCY**

\_\_\_\_\_  
(print name of Contracting Agency; all capitals)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

**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

COUNTERSIGNED:

(print Contractor's name; all capitals)

THE STATE OF NEW JERSEY

By: The DEP

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

(print name)

(print name)

(print title)

(print title; Commissioner or authorized delegate)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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](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://wwwnet1.state.nj.us/lpd/elec/ptp/Filing.aspx>

Additional information about this requirement is available from ELEC at (888) 313-3532 or <https://wwwnet1.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, 4<sup>th</sup> 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**

The Contractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the contract is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Contractor's performance, attempted performance, or failure to perform in connection with this contract (collectively, "performance"), regardless of whether such performance was undertaken by the Contractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Contractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Contractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Contractor shall not assert any defense which would be available to the State but not to the Contractor,

whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. 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](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**

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

**CONTRACT NUMBER:**

**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 \_\_\_\_\_ (e.g. mo./qtr.) basis accompanied by receipts.
  - shall be made on submission of deliverables in accordance with the project specifications and requirements.
  - are not applicable.
- C. Final payment of \_\_\_\_\_ (amount or description)
  - shall be withheld pending receipt of all final reports.
  - is not applicable.
  - (other, specify) \_\_\_\_\_

**NOTE: No payment can be made unless 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 \_\_\_\_\_ days following the end of the \_\_\_\_\_ (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 \_\_\_\_\_ (e.g. quarterly/annual) basis. These reports shall be submitted no later than \_\_\_\_\_ days after the end of each \_\_\_\_\_ (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 \_\_\_\_\_ 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) \_\_\_\_\_
- C. The Department's records show the Contractor's fiscal year ends on \_\_\_\_\_. 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) \_\_\_\_\_, (title) \_\_\_\_\_, 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).
- 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**

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

**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**

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

**CONTRACT NUMBER:**

**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**

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**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.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
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 I 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

Approved by OMB  
0348-0046

(See reverse for public burden disclosure.)

**1. Type of Federal Action:**

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

**2. Status of Federal Action:**

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

**3. Report Type:**

- 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:

Congressional District, if known:

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

Congressional District, if known:

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable:

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

\$

**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

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

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

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

- a. cash
- b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

**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 tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually 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 \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**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.

# DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**ADDITIONAL PROVISIONS FOR:  
CONTRACTS FUNDED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

**I. Federal Requirements**

The Contractor is subject to the OMB Guidance in Subparts A through F of 2 CFR Part 200, as adopted and supplemented by the EPA in 2 CFR Part 1500 and 40 CFR Subchapter B.

The Contractor further agrees to comply with all applicable terms and conditions of the EPA General Terms and Conditions, available at <https://www.epa.gov/grants/grant-terms-and-conditions>.

**II. Lobbying and Litigation**

- A. The Contractor's Chief Executive Officer shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Contractor shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- B. The Contractor agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Contractor shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- C. In accordance with the Byrd Anti-Lobbying Amendment, any Contractor who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- D. Contracts awarded by the Contractor shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

- EE. Pursuant to Section 18 of the Lobbying Disclosure Act, the Contractor affirms either that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, or affirms that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

**III. Debarment and Suspension**

The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as implemented and supplemented by Subpart C of 2 CFR Part 1532 – Nonprocurement Debarment and Suspension. The Contractor shall include a similar term or condition in lower tier covered transactions.

**IV. No Discrimination**

The Contractor shall not discriminate, and shall abide by the Civil Rights Obligations as outlined in the EPA General Terms and Conditions, available at <https://www.epa.gov/grants/grant-terms-and-conditions>.

**V. Procurement Requirements**

The Contractor agrees that all goods and services procured under this agreement shall be procured in accordance with the requirements of 2 CFR 200.317-200.326. The Grantee shall fully comply with 40 CFR Part 33 regarding Disadvantaged Business Enterprises (DBEs), as applicable.

**VI. Subcontract Administration Requirements**

**A. Contract Terms**

Each procurement contract signed by the Contractor as a subrecipient of EPA financial assistance must include provisions under 2 CFR Part 200, Appendix II, as applicable, as well as the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

**B. Good Faith Efforts**

The Contractor agrees that it shall make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement:

1. Ensure Disadvantaged Business Entities (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For local government Contractor, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For local government Contractor, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Association (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1) through (5) of this paragraph.

C. Fair Share Objectives

Any Contractor whose grant award is greater than \$250,000 for any single agreement, or whose grant award(s) total over \$250,000 in EPA financial assistance in any one fiscal year, shall negotiate fair share objectives with the EPA as required by Subpart D of 40 CFR Part 33.

D. Additional Contract Administration Requirements

If applicable,

1. The Contractor must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Contractor.
2. The Contractor must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the Contractor must require the prime contractor to employ the six good faith efforts described in Subparagraph VI.B., above, in soliciting a replacement subcontractor.
4. The Contractor must require its prime contractor to employ the six good faith efforts described in Subparagraph VI.B., above, even if the prime contractor has achieved its fair share objectives.

E. Recordkeeping and Reporting Requirements

1. The Contractor must maintain all records documenting its compliance with the requirements of 40 CFR Part 33, including documentation of its and its prime contractors' compliance with the six good faith efforts described in Subparagraph VI.B, above, and data relied upon in formulating its fair share objectives, if applicable. Such records shall be retained in accordance with the record retention requirements of this agreement.
2. Any Contractor whose grant award is greater than \$250,000 for any single agreement, or whose grant award(s) total over \$250,000 in EPA financial assistance in any one fiscal year is required to maintain a bidder's list in accordance with 2 CFR 33.501.
3. The Contractor shall provide the following information for all procurements entered into under this agreement with a Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE): (1) Type of Business Enterprise (MBE/WBE); (2) Dollar Value of the Procurement; (3) Date of Procurement; (4) Type of Product or Service Procured (Construction/Supplies/Services/Equipment); and (5) Name/Address/Phone Number of MBE/WBE Contractor or Vendor. The Contractor shall provide this information to the Department's Contracts and Grant Management Unit, PO Box 420, 428 East State Street, Trenton, NJ 08625, no later than the first week of October for all procurements made during the Federal Fiscal Year prior (October – September). Contractor should direct all questions regarding this requirement to the Contracts and Grant Management Unit at (609) 292-1323.

F. Conflicts of Interest

The Contractor shall disclose conflicts of interest to the Department in a manner that, as a minimum, is in accordance with Sections 5.0(d) and 7.0(c) of EPA's Conflict of Interest (COI) Policy. EPA's COI Policy is available at <http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>.

**VIII. Consultant Cap**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by the Contractor or the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually, unless a greater amount is authorized by law. The Contractor may, however, pay consultants more than this amount with non EPA funds. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the Contractor will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the Contractor with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

**IX. Management Fees**

Management fees or similar charges in excess of the direct costs and approved indirect cost rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**X. Foreign Entities or Location**

The Contractor shall not make any subaward to or enter into any subcontract under this agreement with a foreign government or international organization and/or that is to be performed in a foreign country.

**XI. Cybersecurity Condition**

EPA must ensure that any connections between the Grantee’s network or information system and EPA networks used by the Contractor to transfer data under this agreement, are secure.

The Contractor shall comply with the following requirements if the Grantee’s network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA’s Central Data Exchange:

If the Grantee’s connections do not go through the Environmental Information Exchange Network or EPA’s Central Data Exchange, the Contractor agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA’s regulatory programs for the submission of reporting and/or compliance data.

For the purposes of this paragraph, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

**EPA PO**            Name:  
                                 Contact Information:

**XII. Additional Provisions**

**CONTRACT  
BETWEEN**

**[NAME OF Contractor]  
("Grantee/Contractor")  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**CONTRACT NUMBER:**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROJECTS**

**I. BACKGROUND**

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

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

The purpose of this Attachment is to list requirements applicable to programs funded in whole or in part by CDBG-DR funds received from HUD. Not all of the requirements listed herein shall apply to all activities or work under the Agreement.

**II. ASSURANCES**

Grantee/Contractor agrees to comply with all applicable federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State of New Jersey and HUD, including all administration and compliance requirements set forth by this Attachment. To the extent that Grantee/Contractor utilizes any contractors, consultants or other third party parties to supply goods or perform services in connection with the Agreement activities paid with CDBG-DR funds, Grantee/Contractor shall require and ensure that each contractor, consultant or other third party comply with all applicable federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by such third parties shall set forth these requirements.

Grantee/Contractor also agrees to comply with all applicable cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Grantee/Contractor agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Grantee/Contractor does not relieve the Grantee/Contractor from complying with that requirement.

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

**III. GENERAL PROVISIONS**

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

**IV. PERSONALLY IDENTIFIABLE INFORMATION**

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

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

**V. FINANCIAL MANAGEMENT AND PROCUREMENT**

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

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

**VI. RECORDS AND RECORDS RETENTION**

- A. The Grantee/Contractor shall be responsible for maintaining records, in accordance with N.J.A.C. 17:44-2.2(b), 2 CFR 200.333, 24 CFR 570.502 and 570.506. Records shall be maintained for the longer of:
- (a) a period of three (3) years from submission of the final expenditure report for the Program; and
  - (b) a period of seven (7) years from the date of final payment.
- B. If any litigation, claim, or audit pertaining to the Agreement has been started before the expiration of the seven-year record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required seven-year period, whichever is later.
- C. Grantee/Contractor shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Agreement and the use of CDBG funds.

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

- A. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Community Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Grantee/Contractor (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 et seq.), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
- B. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
- C. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
- D. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by Federal loans or grants and require payment of wages once a week and allows only permissible payroll deductions;
- E. Department of Labor regulations in parallel with HUD requirements above:
- 1. 29 CFR Part 1: Procedures for Predetermination of Wage Rates
  - 2. 29 CFR Part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
  - 3. 29 CFR Part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
  - 4. 29 CFR Part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
- F. All applicable Federal Labor Standards provisions set forth in form HUD-1040. Grantee/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

**VIII. SECTION 3 REQUIREMENTS**

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

**IX. FAIR HOUSING AND NON-DISCRIMINATION**

- A. *To the extent applicable*, Grantee/Contractor shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Grantee/Contractor or failure to comply with applicable laws shall be grounds for termination of the Contract.
1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d *et seq.*, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  2. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
  3. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
  4. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
  5. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
  6. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
  7. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
  8. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
  9. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
  10. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
  11. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
  12. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
  13. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).

14. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
15. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
16. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
17. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
18. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
19. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000; and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at [http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP\\_Version-1.0\\_2015.01.14-for-RenewJerseyStronger.pdf](http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf).)
20. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
21. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
22. Implementing regulations for the above:
  - a. 24 CFR 1: Nondiscrimination in Federally Assisted Programs of HUD.
  - b. 24 CFR 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
  - c. 24 CFR 5.105: Other Federal Requirements.
  - d. 24 CFR 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
  - e. 24 CFR 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
  - f. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
  - g. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
  - h. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
  - i. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
  - j. 24 CFR 91.520: Performance Reports.
  - k. 24 CFR 100-125: Fair Housing.
  - l. 24 CFR 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
  - m. 24 CFR 121: Collection of Data.
  - n. 24 CFR 135: Economic Opportunities for Low- and Very Low-Income Persons.
  - o. 24 CFR 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
  - p. 24 CFR 570.206(c): Fair Housing Activities.
  - q. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
  - r. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
  - s. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
  - t. 24 CFR 570.491: Performance Reviews and Audits.
  - u. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
  - v. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
  - w. 24 CFR 570.601: Affirmatively Further Fair Housing.

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

**X. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES**

- A. Grantee/Contractor shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, women-owned, and veteran-owned businesses, and labor area surplus firms. As used in this agreement, the terms "minority-owned business", "women-owned business", and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Grantee/Contractor may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
- B. Affirmative steps shall include:
- 1. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
  - 2. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the agreement;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
  - 5. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the US Department of Commerce; and
  - 6. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (1) through (5) of this section.

**XI. ENVIRONMENTAL REGULATORY COMPLIANCE**

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

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

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

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

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

*(4) The contractor will 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.*

*(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 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.*

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**CONTRACT NUMBER:** \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

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

I am [check appropriate box]:

An employee of the Receiving Party named above.

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Phone Number: \_\_\_\_\_

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:  
APPROVED PROJECT BUDGET**

<b>EXPENSE CATEGORY</b>	<b>TOTAL BUDGET</b>	<b>FEDERAL</b>	<b>STATE</b>	<b>Contractor ("MATCH")</b>	<b>OTHER</b>
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs					
Specify below					
▪					
▪					
▪					
▪					
▪					
D. Audit					
Subtotal Direct Costs					
Less Program Income (enter as negative)					
Total Direct Costs					
Indirect Costs (indicate rate: )					
<b>TOTAL PROJECT AMOUNT *</b>					

\* 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 \$  
 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) .
- Attachment B-1 - Itemization and Justification of Budget, comprising page(s).

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**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 \_\_\_\_\_ page(s), including this page.



**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**EXPENDITURE REPORT: For the period beginning \_\_\_\_\_ and ending \_\_\_\_\_**

<b>EXPENSE CATEGORY</b>	<b>APPROVED PROJECT BUDGET</b>	<b>PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES</b>	<b>EXPENDITURES INCURRED DURING THE CURRENT PERIOD</b>	<b>CUMULATIVE EXPENDITURES</b>	<b>UNEXPENDED BALANCE</b>
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs					
Specify below:					
▪					
▪					
▪					
▪					
D. Audit					
Subtotal Direct Costs					
Less Program Income (enter as negative)					
Total Direct Costs					
Indirect Costs (indicate rate _____)					
<b>TOTAL PROJECT AMOUNT</b>					

**CERTIFICATION BY FINANCIAL OFFICER**

I certify that the above expenditures for the period are accurate as stated, that all procurements or expenditures for which payment is requested have been made in accordance with the standards contained in this contract as well as all applicable Federal and State laws, and that each obligation for which an expenditure is listed arose during the Work Period.

**CERTIFICATION FOR FEDERALLY-FUNDED CONTRACTS**

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 State and/or 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).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Title:

**CONTRACT  
BETWEEN**

**(Name of Contractor)**

**AND**

**THE STATE OF NEW JERSEY**

**BY AND FOR**

**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**CONTRACT NUMBER:**

**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 \_\_\_\_\_ page(s), including this page.

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**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      page(s), including this page.

**CONTRACT  
BETWEEN**

**(Name of Contractor)  
AND**

**THE STATE OF NEW JERSEY  
BY AND FOR**

**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**CONTRACT NUMBER:**

**CONTRACTOR'S PROPOSAL**

The Contractor's project proposal as approved by the Department and comprising \_\_\_\_\_ 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.

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**CORPORATE RESOLUTION**

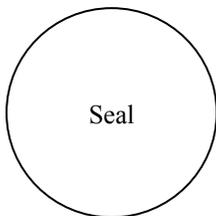
It is in the best interest of \_\_\_\_\_, a corporation  
(print Contractor's name including corporate designation, e.g., inc., corp., etc.)  
of the State of \_\_\_\_\_, to enter into a contract with the State of New Jersey in the amount of  
approximately \$ \_\_\_\_\_ to fund the following project: \_\_\_\_\_

Therefore, the \_\_\_\_\_ resolves  
(print name of Contractor's governing body, e.g., board of directors, board of trustees, etc.)  
that \_\_\_\_\_ or the successor to the office of \_\_\_\_\_  
(print name) (print title of authorized officer)  
is authorized (a) to execute a contract with the State in an amount not less than \$ \_\_\_\_\_ and not more  
than \$ \_\_\_\_\_, and (b) to execute  any amendments thereto  any amendments thereto which do not  
increase the Contractor's obligations.

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

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

Introduced and passed \_\_\_\_\_, \_\_\_\_\_.



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

**CERTIFICATION\***

I, \_\_\_\_\_, \_\_\_\_\_, of  
(print name) (print title)  
\_\_\_\_\_ certify that this resolution was duly adopted by  
(print Contractor's name)  
\_\_\_\_\_ at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Print name of Contractor's governing body)  
\_\_\_\_\_; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have  
subscribed my signature. \*\*

\_\_\_\_\_  
(signature of corporate secretary or equivalent) \*

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_ \*\*

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

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

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**GOVERNING BODY RESOLUTION**

The governing body of \_\_\_\_\_  
(print Contractor's name)  
desires to further the public interest by entering into a contract with the State of New Jersey in the amount of approximately \$ \_\_\_\_\_ to fund the following project:

\_\_\_\_\_  
\_\_\_\_\_

Therefore, the governing body resolves that \_\_\_\_\_ or the successor to the office of \_\_\_\_\_  
(print title of authorized official)  
is authorized (a) to execute a contract with the State in an amount not less than \$ \_\_\_\_\_ and not more than \$ \_\_\_\_\_, and (b) to execute any amendments thereto any amendments thereto which do not increase the Contractor's obligations.

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

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

Introduced and passed \_\_\_\_\_, \_\_\_\_\_.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_



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

**CERTIFICATION\***

I, \_\_\_\_\_,  municipal clerk  county clerk  utilities Authority Clerk  
(print name)

(other, specify) \_\_\_\_\_ of \_\_\_\_\_  
(print Contractor's name)

certify that this resolution was duly adopted by \_\_\_\_\_ at a  
(print name of Contractor's governing body)

meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_; that this resolution has not been amended or repealed; and that it  
remains in full force and effect on the date I have subscribed my signature.\*\*

\_\_\_\_\_  
(signature)\*

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_\*\*

\* Certification must be signed by an official other than the individual authorized to execute the agreement.

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

**CONTRACT  
BETWEEN**

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

**CONTRACT NUMBER:**

**CERTIFIED RESOLUTION**

It is in the best interest of \_\_\_\_\_, a limited liability company  
(print Contractor's name)  
of the State of \_\_\_\_\_, to enter into a contract with the State of New Jersey in the amount  
of approximately \$ \_\_\_\_\_ to fund the following project:

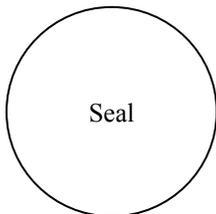
\_\_\_\_\_  
\_\_\_\_\_

Therefore, we certify that (print name) \_\_\_\_\_,  
a member of \_\_\_\_\_ is authorized (a) to execute a contract with the State  
(print Contractor's name)  
in an amount not less than \$ \_\_\_\_\_ and not more than \$ \_\_\_\_\_, and (b) to  
execute  any amendments thereto  any amendments thereto which do not increase the Contractor's obligations.

\* \_\_\_\_\_ authorizes and hereby agrees to match \_\_\_\_\_% of the  
(print Contractor's name)

Total Project Amount, in compliance with the match requirements of the contract. The availability of the match for such purposes,  
whether cash, services, or property, is hereby certified. \_\_\_\_\_% of the match will be made up of in-kind services (if allowed by  
program requirements and the contract). \*

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



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

**CERTIFICATION\***

I, \_\_\_\_\_, \_\_\_\_\_, of  
(print name) (print title)

\_\_\_\_\_ certify the preceding resolution this \_\_\_\_\_ day of  
(print Contractor's name)

\_\_\_\_\_, \_\_\_\_\_ \*\*

\_\_\_\_\_  
(signature of secretary or equivalent) \*

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_ \*\*

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

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

**CONTRACT  
BETWEEN**

**(Name of Contractor)**

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

**CONTRACT NUMBER:**

**SUBCONTRACTOR LIST**

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.

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.

**Division of Purchase and Property**  
Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**
3. **The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:

- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
- (ii) Any State, County or Municipal political party committee; OR
- (iii) Any Legislative Leadership committee.

b) During the term of office of the current Governor or Lieutenant Governor t

- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
- (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- (iii) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

(iv) **During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. **During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to:**[cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , **or regular mail at:**  
**Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**OWNERSHIP DISCLOSURE FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

**PART 1**

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2  
PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

- |  |            |           |
|--|------------|-----------|
|  | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Vendor {Bidder}?
- IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.  
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.**
2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?
  3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties **corporations, partnerships, or limited liability companies**?
  4. If your answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3?

**IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**

**PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".**

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

**INDIVIDUALS**

<b>NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

<b>NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

<b>NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

**Attach Additional Sheets If Necessary.**

**PART 2 continued**  
**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b>	_____
<b>PARTNER NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

<b>ENTITY NAME</b>	_____
<b>PARTNER NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

<b>ENTITY NAME</b>	_____
<b>PARTNER NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

<b>ENTITY NAME</b>	_____
<b>PARTNER NAME</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____ <b>STATE</b> _____ <b>ZIP</b> _____

***Attach Additional Sheets If Necessary.***

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature (Do not enter vendor ID as a signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
FEIN/SSN



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR {BIDDER} FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

**PART 1**

**PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR {BIDDER} BELOW.  
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.**

**OFFICERS/DIRECTORS**

<b>NAME</b>	_____
<b>TITLE</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____
<b>STATE</b>	_____
<b>ZIP</b>	_____

<b>NAME</b>	_____
<b>TITLE</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____
<b>STATE</b>	_____
<b>ZIP</b>	_____

<b>NAME</b>	_____
<b>TITLE</b>	_____
<b>ADDRESS 1</b>	_____
<b>ADDRESS 2</b>	_____
<b>CITY</b>	_____
<b>STATE</b>	_____
<b>ZIP</b>	_____

***Attach Additional Sheets If Necessary.***

**PART 2**

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".  
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON  
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.**

**YES NO**

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.**

**PART 3**  
**PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

**Attach Additional Sheets If Necessary.**

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 0230  
TRENTON, NEW JERSEY 08625-0230**

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM  
PUBLIC LAW 2005, CHAPTER 271**

**CONTRACT #:** \_\_\_\_\_ **VENDOR/BIDDER:** \_\_\_\_\_

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

**NOTE** that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**DISCLOSURE**

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	

*Attach additional sheets if necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

	<p style="text-align: center;"><b>STATE OF NEW JERSEY</b> <b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b></p> <p style="text-align: center;">P.O. BOX 402 TRENTON, NEW JERSEY 08625</p>
-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SOURCE DISCLOSURE FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of Environmental Protection (DEP), in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of DEP's Division of Budget and Financial Operations will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location	by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of DEP's Division of Budget and Financial Operations.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to Section XVII of the General Terms and Conditions - Termination, Expiration, and Suspension of this contract. .

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION #:** \_\_\_\_\_

**VENDOR/BIDDER:** \_\_\_\_\_

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

**OR** A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

**ENTITY NAME:** \_\_\_\_\_  
**RELATIONSHIP TO VENDOR/BIDDER:** \_\_\_\_\_  
**DESCRIPTION OF ACTIVITIES:** \_\_\_\_\_  
**DURATION OF ENGAGEMENT:** \_\_\_\_\_  
**ANTICIPATED CESSATION DATE:** \_\_\_\_\_  
**VENDOR/BIDDER CONTACT NAME:** \_\_\_\_\_  
**VENDOR/BIDDER CONTACT PHONE No.:** \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title