

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

CONTRACT NUMBER: HE17-005

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Contract Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Contract Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | |
|--------|---|---|--|
| A. | Additional Provisions and Special Modifications | ☒ yes | ☐ no |
| A-1. | Additional Federal Funded Agreement Provisions. | ☐ yes | ☒ no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities. | ☐ yes | ☒ no |
| A-2. | [Reserved for Future Use] | | |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | ☐ yes | ☒ no |
| 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 | ☒ yes | ☐ no |
| F. | Subcontractor Certification | ☒ yes | ☐ no |
| RB. | Reference Bibliography | ☒ yes | ☐ no |

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

Federal Award Information

Federal Awarding Agency:
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: STOCKTON UNIVERSITY (the "Contractor")	
Address:	101 Vera King Farris Drive Galloway, NJ 08205
Vendor ID #:	22-2832788
Financial Officer's - name:	Charles Ingram
- Title:	Vice President, Administration & Finance (the "Chief Financial Officer")

The State of New Jersey (The "State")	
Department of Environmental Protection (the "Department" or the "DEP")	
Contracting agency's name:	HISTORIC PRESERVATION OFFICE (the "Contracting Agency")
- address:	Mail Code 501-04B P.O. Box 420 Trenton, NJ 08625-0420

CONTRACT AMOUNT: **\$ 21,000.00**

Total Project Funding

	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	\$ 21,000.00	17-100-042-4800-176	
Federal			
Contractor			
Other (identify below)			
	\$ 21,000.00	TOTAL APPROVED PROJECT AMOUNT	

Work Period: The "effective date" of this contract agreement is the date the Contractor executes it or the date the State executes it, whichever date is later. The "work period" for this contract commences on 2/15/2017 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of August 31, 2017 thereafter. Contract funds may be used only to satisfy obligations which arise during the work period.

PURPOSE AND AUTHORITY: Contract Project to be funded: Research on 753 Walnut St. in Camden NJ to determine the length and nature of Rev. Dr. Martin Luther King, Jr.'s association with the property, and to be used to determine whether it meets the NR Criteria for Evaluation.
Statutory Authority for this Contract: The New Jersey Register of Historic Places Act, N.J.S.A. 13:1B-15.128 et seq
Contract ☐ will ☒ will not be used for Research and Development (R&D)

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

STATE AND CONTRACTOR APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *



(signature)
John Kuehne

(print name)

, Deputy Attorney General

Date: 5/31/17

For the Contractor **



(signature)
Michael Angulo

(print name)

, Attorney for Contractor

Date: 6/15/17

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

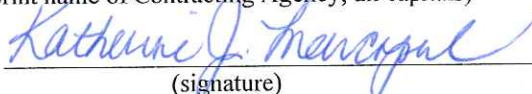
** Approval of this agreement by an attorney for Contractor is ☐ mandatory ☒ optional.

APPROVAL OF CONTRACTING AGENCY

HISTORIC PRESERVATION OFFICE

(print name of Contracting Agency; all capitals)

By:



(signature)
Katherine J. Marcopul

(print name)

Administrator / DSHPODate: 5/24/2017 (print title)EXECUTION SIGNATURES

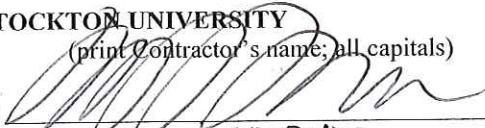
By the signatures below, the Contractor and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this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

SIGNED

STOCKTON UNIVERSITY

(print Contractor's name; all capitals)

By:



(signature)
Margaret J. Quinn

Margaret Quinn

(Print name)

Director of the Procurement & Contracting Office

(print title)

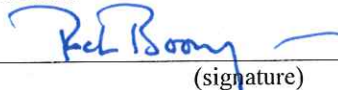
Stockton UniversityDate: 6/19/17

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By:



(signature)

Rich Boornazian

(print name)

Assistant Commissioner for Natural & Historic Resources

(print title; Commissioner or authorized delegate)

Date: 8/1/17

II. Compliance with Existing Laws and Policies

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

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Contractor agrees to comply with it. The Contractor warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Contractor further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Contractor agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. As required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., the following language must be included in all bid specifications and contracts for goods and services:

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 expressions, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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.

The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to 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.

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.

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:

- i. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;*
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or*
- iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website (http://www.state.nj.us/treasury/contract_compliance), to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.*

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requesting by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Contractor represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Contractor represents and warrants:
1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Contractor report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- F. The Contractor shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Contractor warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Contractor shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Contractor warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx> , and
 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

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

- A. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- B. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey, a commercially insured excess worker's compensation policy and commercially purchased Employer's Liability Insurance with limits not less than:
 - \$1,000,000 Bodily Injury, Each Occurrence
 - \$1,000,000 Disease Each Employee
 - \$1,000,000 Disease Aggregate Limit

IV. Indemnification

To the extent provided by law, the Contractor shall defend, indemnify, protect, and save harmless the State, its agents, servants, and employees from and against any and all claims, losses, demands, or damages of whatever kind or nature arising out or claimed to arise out of any tortious act or omission of the Contractor, its agents, servants, employees or subcontractors in the performance of this contract. The Contractor shall, at its own expense, appear, defend and pay all reasonable charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If judgment shall be rendered against the State for which indemnification is provided under this paragraph, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor's indemnification of the State shall not apply to damages to the extent they result from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. The State shall, as soon as practicable after the claim has been made against it, give written notice thereof to the Contractor, along with full and complete particulars of the claim. If the suit is brought against the State or any of its agents, servants, and employees, the State shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the State or its representatives.

V. Assignments and Subcontracts

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

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

VI. Availability of Funds

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

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this contract shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Contractor, upon request, by the Department. Procurement shall also be consistent with the New Jersey State College Contracts Law, N.J.S.A. 18A:64-52 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this contract.

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

X. Property Management Standards

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

XI. Method of Payment

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

XII. Matching and Cost Sharing Requirements

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

XIII. Project Income

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

XIV. Financial Management System

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

A. Contractor financial management system shall provide for:

1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
2. records that adequately identify the source and application of funds for Department- supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Contractor's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
5. accounting records that are supported by source documentation,
6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Contractor, whenever funds are advanced by the Department, and
7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.

C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Contractor's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the contract may be required by the Department upon written notice to the Contractor.

XIII. Financial and Performance Reporting

A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this contract. The budget shall be itemized to disclose specifically the contract tasks and project activities to be funded.

B. The Contractor shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Contractor's Chief Financial Officer.

C. The Contractor shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each contract task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of contract tasks, and actual costs for each unit or task:

1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal, for the reporting period,
2. reasons why established goals were not met or tasks were not completed as scheduled, and
3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.

D. The Contractor shall submit a final report on its overall performance of this contract, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.

E. Extensions of reporting due dates may be granted upon written request to the Department.

F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this contract or any other contract entered into between the Department and the Contractor and shall take action to suspend payments to the Contractor by other State agencies.

G. If the Contractor has a history of unsatisfactory performance or the Contractor does not submit satisfactory reports, the Department may require additional and more detailed reports from the Contractor.

XIV. Monitoring Performance

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

XV. Audit Requirements

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

XVI. Contract Amendment

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

- A. The Contractor may obtain approval directly from the Contract Officer to transfer amounts of up to \$20,000 or 10% of the total contract amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total contract amount is less than \$25,000, the Contract Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the contract budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 1. the Department notifies the Contractor, that the Contractor is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the contract or to fulfill the purposes of this contract,
 2. the Department notifies the Contractor at least thirty (30) days in advance of any reduction,
 3. after consultation, the Contractor is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the contractor's fixed costs when making any reduction.
- C. The Contract Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Contract Officer at least thirty (30) days in advance of the scheduled end of the work period. The Contract Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Contract Officer may approve proposed Contractor substitutions to the personnel and/or subcontractors identified and approved for this contract. The Contractor must submit a written request to the Department which includes:
 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

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

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

- G. The Department retains the right to request any additional information necessary to close out this contract and may retain any final contract payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

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

XIX. Access to Records

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

- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Contractor or by independent certified public accountants or licensed public accountants hired by the Contractor to perform such audits.

XX. Record Retention

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

XXI. Approvals and Authorizations

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

XXII. Interest on Advance Payments and Disallowed Costs

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

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this contract shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this Contract; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Contractor proposal; and (3) the contractor's proposal (D-2).

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

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

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

**CONTRACT NUMBER: HE17-005
ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS**

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the contract between STOCKTON UNIVERSITY and the State of New Jersey, by and for the DEP.
(print Contractor's name)

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. commercial general liability
☐ insurance
☐ self-insurance
☒ not required
2. automobile liability
☒ insurance
☐ self-insurance
☐ not required
3. worker's compensation
☒ insurance
☐ self-insurance
☐ not required
4. employer's liability
☒ insurance
☐ self-insurance
☐ not required

B. Certificates of insurance or documentation of self-insurance

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

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

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

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

- ☒ fully funded.
☐ partially funded in the amount of _____
☐ not applicable.

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

A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is

- ☐ authorized for \$ _____.
☒ not applicable.

B. Progress payments

- ☐ shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
☐ shall be based on actual expenditures submitted on a _____ (e.g. mo./qtr.) basis accompanied by ☐ receipts ☐ computer printouts.
☒ shall be made on submission of deliverables in accordance with the project specifications and requirements.
☐ are not applicable.

C. Final payment of \$10,000.00

(amount or description)

- ☒ shall be withheld pending receipt of all final reports.
☐ is not applicable.
☐ (other, specify) _____.

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

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

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

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

A. Royalties, if any, received as a result of copyrights or patents produced under this contract shall be

- ☐ paid to the Department.
☐ retained by the Contractor.
☒ not applicable.

B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this contract, Project Income, shall be

- ☐ added to funds committed to the project by the Department and used to further eligible project objectives.
☐ deducted from the total project costs for the purpose of determining the net costs on which the Department shall base contract payments.
☐ paid to the Department.
☐ retained by the Contractor.
☒ not applicable.

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

A. A statement attesting to the adequacy of the Contractor's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this contract, Financial Management System,

- ☐ must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
☒ is not required.

B. Financial reports shall be prepared in a manner consistent with the Contractor's normal accounting records, which are kept on

- ☒ a cash basis.
☐ an accrual basis.
☐ modified accrual basis.
☐ (other, specify) _____.

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

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
☐ on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the period.
☒ (other, specify) as specified in report and payment schedule, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a _____ (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Contractor no later than 45 days after the Contractor's completion of all contract tasks, the expiration date of this contract, or the termination of this contract, whichever first occurs.

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

- A. 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 three years after the end of the work period.
- B. If an audit may be performed at the Department's discretion under paragraph A above, the audit shall be conducted by
☐ State Auditors
☐ Department Internal Auditors
☐ a CPA firm appointed by Department
☐ a CPA firm chosen by the Contractor
☒ (other, specify) At the discretion of the Department
- C. The Department's records show the Contractor's fiscal year ends on 6/30. The Contractor shall notify the Department immediately if this date is incorrect or is changed.
- 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.

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

All budget revisions and modifications must be submitted, in writing, to (name) Andrea Tingey, (title) Principal Historic Preservation Specialist or the successor to that position (the "Contract Officer").

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

- A. The Contractor is
☐ a local government agency.
☐ a New Jersey corporation.
☐ an out-of-state corporation.
☒ (other, specify) Stockton University
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is
☒ a governing body resolution.
☐ a corporate resolution.
☐ a certified resolution.
☐ no resolution.
- C. A Contractor's Stockholder Disclosure Statement is
☐ submitted herewith.
☒ not applicable.
- D. A certificate of authority for Contractor to do business in New Jersey
☐ will be submitted.
☒ is not applicable.

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

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

A. Interest above \$100 per year on advance payment of State funds

- ☐ may be retained by the Contractor for documented purposes under this contract.
☐ shall be remitted to the Department on a quarterly basis.
☒ will not exist because no advance payment is authorized.
☐ (other, explain) _____.

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

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

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this contract are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this contract. If all modifications do not fit on this page, the numeral "5" in the phrase "of 5" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- ☐ This Section XII does not contain modifications to the General Terms and Conditions of this contract.
☒ This Section XII does contain modifications to the General Terms and Conditions of this contract, and this Attachment A now comprises [5] pages.

ADDITIONAL TERMS AND CONDITIONS

Patent and Copyright Liability

The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind, for or on account of the use of any copyrighted or uncopyrighted composition, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract. This is in addition to and in no way limits any other indemnification provision in the contract.

Delay of Contract

The Contractor is responsible for completing the contract as required by the Scope of Services and according to any approved project work schedules. However, a project schedule may be extended for delays caused by events which could not reasonably be anticipated and which are beyond the control of the Contractor. Such causes include, but are not limited to, actions by employees or other contractors employed by the State, unanticipated work changes ordered by the State, strikes, lockouts, fire, delays caused by common carriers, unavoidable casualties, work stoppage orders and work suspension riders. The Contractor shall submit written documentation to the Project Manager in accordance with Section XVI in order to request an extension of an approved project work schedule.

Dissemination of Information

During the course of this contract and for two years following submission of an approved final report, the Contractor shall not print, publish, disclose or otherwise make known to third parties the content of any data, information, studies, computation, memoranda, graphs, reports or other material arising from this Contract without at least thirty (30) days prior written notification to the State, and without informing the State of the nature of such disclosures. The Contractor shall coordinate all such disclosures with the State and shall permit the State to preview any such disclosure prior to its release. Contractor agrees to seriously consider the comments and suggestions of the State in the final drafting of all publications. During the above thirty day period, the State may request a delay of any disclosure for up to ninety (90) days, if necessary, in order to protect the public interest. If the Contractor is publishing materials that the Department has reviewed and found unsatisfactory, inadequate or unacceptable, at the request of the Department, the Contractor shall include in any publication of materials resulting from this contract a statement, conspicuously placed, that the Department does not endorse the materials, that the views or opinions expressed herein by the Contractor do not necessarily represent the views or opinions of the Department, or both.

Acknowledge/Co-Authorship

Publication by the Contractor of any work or portion of work arising from this Contract must include a written acknowledgment of the Department's assistance (e.g., financial, equipment, manpower). Also, where State employees have contributed substantive work on the project, the appropriate State employees (project manager or other significant Department participant(s)) shall be named as co-author(s) on publications arising from this Contract.

Access to Material

Unless otherwise specified in this contract, the State shall have access to all data, samples, material, evidence and documentation gathered, originated or prepared for the State by the Contractor during the performance of his contractual responsibilities for a period of three (3) years from the submission of the approved Final Report. During that time period any such data, samples, material, evidence and documentation shall be provided to the State in a reasonably timely manner upon request by the State.

Substitutions of Personnel and Subcontractors

If, during the course of the contract, the Contractor finds that he cannot provide the personnel or subcontractors identified in this contract, and desires to substitute personnel or subcontractors, the Contractor must request in writing from the Department permission to substitute personnel or subcontractors. Such request must:

1. Explain the reasons why the original persons cannot be provided;
2. Demonstrate that the qualifications of the substitution are equal to or better than the originally proposed persons; and
3. Warrant that the substitution will be provided at no additional cost to the State.

Ownership of Material

1. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailing, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and all print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract as deliverables or work products shall be and remain the property of the Department and shall be delivered to the Department upon thirty (30) days notice by the Department. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the Department, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, Contractor or its subcontractors hereby assign to the Department all right, title and interest in and to any such material, and the Department shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available. Contractor retains the right to use any materials it develops under this agreement for its own internal purposes, such as, but not limited to its teaching and research programs and including publications, provided that Contractor complies with all of the requirements of this Agreement.
2. The Contractor has a right of free access to any and all research findings and data collected as a result of the Project and the right to distribute and use the findings and data at its discretion.

**CONTRACT
BETWEEN
STOCKTON UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: HE17-005**

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	CONTRACTOR	OTHER
A. Personnel Costs					
Salaries	\$ 16,566.00	\$ 0.00	\$ 16,566.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below:					
▪ Travel	\$ 4,084.00	\$ 0.00	\$ 4,084.00	\$ 0.00	\$ 0.00
▪ Photography	\$ 200.00	\$ 0.00	\$ 200.00	\$ 0.00	\$ 0.00
▪ Census Production	\$ 150.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 21,000.00	\$ 0.00	\$ 21,000.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 21,000.00	\$ 0.00	\$ 21,000.00	\$ 0.00	\$ 0.00
Indirect Costs (indicate rate: 0.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT *	\$ 21,000.00	\$ 0.00	\$ 21,000.00	\$ 0.00	\$ 0.00

* Total Project Amount must equal the amounts indicated under General Terms and Conditions, I. Contract Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 2)

TOTAL CONTRACT AMOUNT is ☒ 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 1 pages.

**CONTRACT
BETWEEN
STOCKTON UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: HE17-005**

EXPENDITURE REPORT: For the period beginning _____ and ending _____

EXPENSE CATEGORY	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	EXPENDITURES INCURRED DURING THE CURRENT PERIOD	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 16,566.00				
Fringe Benefits	\$ 0.00				
B. Consultants and Subcontractors	\$ 0.00				
C. Other Costs					
Specify below:					
▪ Travel	\$ 4,084.00				
▪ Photography	\$ 200.00				
▪ Census Production	\$ 150.00				
▪	\$ 0.00				
▪	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 21,000.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 21,000.00				
Indirect Costs (indicate rate: 0.00%)	\$ 0.00				
TOTAL PROJECT AMOUNT	\$ 21,000.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

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

Date: 6/15/17

Signature: _____
(Signature)

Name: Charles Ingram E. Michael Angulo
(print name)

Title: Vice President, Administration & Finance
Interim

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

CONTRACT NUMBER: HE17-005

SCOPE OF SERVICES

The Scope of Services for this contract comprises Attachment D-2, Contractor's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Contractor's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises 9 pages, including this page.

See attached 8 pages

**Scope of Work for
a Biographical Investigation of Martin Luther King, Jr.
with Respect to 753 Walnut Street, Camden, New Jersey,
during the Years 1948-1951**

BACKGROUND

The State of New Jersey Department of Environmental Protection, Historic Preservation Office (HPO) is contracting with Stockton University for an investigation of the presence of Martin Luther King, Jr. at 753 Walnut Street, Camden, New Jersey, during the years 1948 to 1951, and of the significance of that presence to King's life and to his career as a pre-eminent civil rights leader.

During this time, King was a graduate student at Crozer Theological Seminary in Upland, Delaware County, Pennsylvania, near Chester. One of his classmates was Walter McCall with whom he had first become acquainted when both were undergraduate students at Morehouse College in Atlanta, Georgia. McCall was a cousin of Benjamin Hunt, the owner of the house at 753 Walnut. According to Mr. Hunt's daughter-in-law, Jeanette Lily Hunt, she observed King at the house during that time and has indicated that he spent an unspecified amount of time staying at the residence.

Additional evidence as to King's possible residence in the house is contained in a police report for a racial incident that took place in Maple Shade, Burlington County, on June 12, 1950. On that date, King and three other individuals were denied service at a restaurant/bar known as Mary's Cafe, in violation of New Jersey civil rights law. The police report indicates one of the participants as "M. L. King, Jr." and his address as 753 Walnut Street, Camden, New Jersey, although the address is crossed out in the document. Because this incident may have been important in forming King's interest in and participation in civil rights activism, a critical goal of the investigation will be to ascertain whether King was in residence at the property in question at this time.

The Investigation shall consist of a written report comprising an account of the research conducted. The report shall include a historical narrative of King's experiences of 753 Walnut Street between 1948 and 1951 supported by at a minimum: 1) a detailed and justified methodology for the investigation; 2) a listing of all biographical sources consulted on Dr. King and a summary of any relevant information contained in each of these sources; 3) a listing of all archival collections visited and results of the visits, whether information was obtained or not; 4) a listing of all oral history interviews conducted and summaries of the contents of each interview; and 5) a conclusions section evaluating the evidence concerning King's residence at 753 Walnut and indicating and justifying any identified periods of residence. The report shall be accompanied by appendices, including, at a minimum: properly referenced copies of any primary and secondary source documents that provide information germane to the investigation and transcripts of each oral history interview conducted. In addition, DVDs of recorded interviews shall also be submitted when available.

RESEARCH TEAM

The research will be conducted (or the Research Team led) by a Stockton University faculty or staff member with a demonstrated expertise in African American history. The members of the research team shall possess a demonstrated knowledge of the history of the 20th-century African American civil rights movement in the United States and demonstrated ability to identify and document places in New Jersey with importance to African American history. Additional members of the team may be drawn from junior faculty, college or university staff members, or graduate students, whose qualifications based on previous experience make them suitable additions to the team. HPO will approve the qualifications of each team member. Stockton has identified two persons to lead the Research Team: John O'Hara (Associate Professor of Writing and Critical Thinking) and Paul W. Schopp (Assistant Director for Stockton's South Jersey Culture & History Center). Both Team Leaders are acceptable to the HPO.

Any changes to the personnel of the Research Team shall be reviewed and approved by the HPO.

RESEARCH QUESTIONS

Based upon research conducted to date, HPO staff has developed a cluster of research questions that surround the central theme of this investigation: did Martin Luther King, Jr., spend appreciable time at 753 Walnut Street, Camden, New Jersey between the summer of 1948 and the summer of 1951 inclusive, or were his visits there few and inconsequential in the course of his life and career? To begin to disentangle this complex question, the following questions are posed:

King's Whereabouts: Did King spend an appreciable amount of time at 753 Walnut Street? Anecdotal evidence indicates that King visited 753 Walnut Street and that he stayed there overnight on one or more occasions in the company of his close friend Walter McCall, whose cousin, Benjamin Hunt, and his family, had occupied the house since 1945.

- 1) Can actual visits by King be specifically documented in the record, with dates and lengths of stay?
- 2) Can frequent visits by King be documented within an established period of time (e.g. Summer 1950)?
- 3) Can King's whereabouts at other places be ascertained within the 1948-1951 period in question? When was he at Crozer, for example, or in Atlanta? Are trips to other places known for King at this time? [This would be helpful negative evidence; dates when he is documented to have been elsewhere would be times that he could not have been visiting 753 Walnut Street. This information could be used to inform conclusions about the frequency or length of stay of King's Camden visits.]
- 4) By comparison, how much time did King spend at Crozer, in Atlanta, or at other places during the years in question?

- 5) An online biographical profile of Walter McCall notes that he worked in Camden, New Jersey for the Board of Education during the summer of 1948. HPO has not confirmed this information. If he was, indeed, temporarily employed there, one might suspect that this may have prompted McCall to seek to temporarily stay at the Hunts. If such an arrangement had begun in 1948, could it have continued during the succeeding years of McCall's and King's study at Crozer, at least during those times when Crozer's student housing was not available.

The Relationship to or Impact upon King's Life and Career

- 1) Did King engage in any significant activities during his periods of stay at 753 Walnut Street?
If so, can these activities be documented in detail?
- 2) Did King comment upon any such activities in any contemporary record that has survived?
- 3) Did King, himself, attach significance to any activities that he was engaged in during periods of his stays in Camden?
- 4) Have King's biographers attached significance to any activities that he pursued during periods of stay in Camden?
- 5) Have other people discovered or amassed convincing evidence of the effects on King's career of events associated with the periods of his stay in Camden?

RESEARCH PLAN

The following investigative activities shall be conducted by the Research Team. Please note these phases will likely overlap.

Phase 1. Review of existing scholarly sources on Martin Luther King, Jr.'s life and work for references to the period in question, particularly to residency in Camden and to the incident at Mary's Cafe.

The Research Team will review all documentary and biographical accounts of King's. Any passages that support answers to or provide circumstantial evidence relevant to the cluster of research questions enumerated above shall be photocopied and submitted as part of the final submission.

In addition, the Research Team shall consult indexes of recent scholarly literature to identify any dissertations that may contain results of research on the period of King's life in question. If any dissertations are identified, the Research Team shall request use of this dissertation, review its contents, and copy any relevant passages. The search will include, but will not be limited to the following primary and secondary publications:

Select Primary Publications:

- Clayborne Carson, et al. (eds.), *The King Papers* - Volumes 1-7 (with more volumes forthcoming), University of California Press.
- *Stride Toward Freedom: The Montgomery Story*. New York: Harper & Row Publishers, 1958.

- *The Trumpet of Conscience*. New York: Harper & Row Publishers, 1968. (Foreword by Coretta Scott King).
- *Where Do We Go From Here: Chaos or Community?* New York: Harper & Row Publishers, 1967.
- James M. Washington (ed.), *Why We Can't Wait*. New York: Harper & Row Publishers, 1963.
- Carson, Clayborne (ed.). *The Autobiography of Martin Luther King, Jr.* New York: IPM in Association with Warner Books, 1998.

Select Secondary Publications:

- Lewis Baldwin. *Never to Leave Us Alone: The Prayer Life of Martin Luther King Jr.* Minneapolis: Fortress Press, 2010.
- Coretta Scott King. *My Life with Martin Luther King, Jr.* New York: Henry Holt and Company, 1969. Revised edition copyright 1993 by Coretta Scott King.
- Thomas F. Jackson. *From Civil Rights to Human Rights: Martin Luther King, Jr. and the Struggle for Economic Justice*. Philadelphia: University of Pennsylvania Press, 2007.
- Lerone Bennett, Jr. *What Manner of Man*. Chicago: Johnson Publishing Co., Book Division, 1964
- Oates, Stephen B. Oates. *Let The Trumpet Sound: The Life of Martin Luther King, Jr.* New York: Harper & Row, 1982.

Phase 2. Archival Research

Local Repositories

Sanborn fire insurance maps are available for the City of Camden for 1926, updated through July 1950 (from the New Jersey State Library collections). The 1940 Census and a 1947 directory for the City of Camden are available. These materials show the layout of the houses along Walnut Street and provide names of some household members in the 700 block of Walnut Street. Pursuing this line of inquiry may lead to a more complete and accurate list of residents of the block in the 1948-1951 period. Based upon this information, the Research Team shall consult genealogical data bases and newspapers indices, at a minimum to identify surviving household members or their immediate descendants.

Other records to be consulted should include the records of the Camden City Bureau of Assessments (City Hall, Room 329). A Bureau of Assessments staff member has identified that the Bureau holds "Property Record Cards" from 1950 (the oldest ones that it possesses), which should help strengthen information about residents on Walnut Street at the time.

The local chapter of the NAACP should be contacted to determine whether they retain any records concerning the incident at Mary's or any other relevant subject.

Records should be sought from the Burlington County Superior Court to determine whether additional information might be contained within to add to information concerning the legal action taken in the wake of the June 12, 1950 Mary's incident.

OKRA

The Online King Records Access database (www.okra.stanford.edu) should be comprehensively searched to identify sources relating to King, Crozer and Camden. The final report shall explain the value of this database to the 1948-1951 period.

Crozer Seminary

Crozer Seminary is closed and has merged with another institution. Contact should be made with the Delaware County Historical Society in Chester to ascertain whether they have any records or files specifically related to King's time at Crozer.

Swasey Library. Colgate Rochester Crozer Divinity School, Rochester, New York. The library holds the Crozer Seminary Archives. Contact should be made with the library director to determine the scope of materials in their collections and whether a visit to the library would be warranted.

National Archives (College Park, Maryland)

The period 1948-1951 is generally understood to predate the period of interest by the Federal Bureau of Investigation (the "Bureau") into the activities of King. Yet the Bureau collected reports filed from its field offices related to civil rights matters during the period of King's study at Crozer. A subject archivist should be contacted to ascertain whether any of these records may reference King, McCall, Wiggins or other pertinent Civil Rights activists or Civil Rights activities in southern New Jersey, and if so, whether the records would be available for review. (Dr. King's major Bureau file is inaccessible for another decade). These records may shed light on the importance of the June 12, 1950 incident and the consequential actions that flowed from it.

The King Center (Atlanta)

Following research in local and regional repositories the King Center in Atlanta should be contacted. The King Center holds the largest collection of Dr. King's papers in the country, as well as the records from Atlanta's Ebenezer Baptist Church that reference King and his father. According to the King Center website, not all the materials have yet been digitized. An archivist should be contacted to ascertain: 1) whether the Center holds any materials concerning King's time at Crozer that have not been digitized; 2) whether the materials available on the website concerning Ebenezer Baptist Church represent all the available archival information concerning King's association with the church during 1948-1951; and 3) whether the King Papers at Stanford may have additional useful primary sources. If a positive response be given to the last question, the King Papers office should be contacted.

Phase 3. Oral History

Oral history may represent the most productive avenue of research, but interviews should generally be conducted after archival information has been collected and analyzed (although the findings from interviews may trigger additional archival research).

The investigators should seek to interview or further interview people who were present at 753 Walnut Street or neighboring properties to develop a more thorough context of the interaction of residents with each other during the period in question. Such interviews may reveal other friendships among people who did not live on Walnut Street but who might have been a witness to gatherings at the house with McCall and King. A further purpose of such interviews could include determining whether contemporary written records including letters, postcards, or other correspondence or diaries or photographs might exist that could shed light on social relationships among neighbors on Walnut Street and may even offer direct evidence of King's presence. HPO has learned that Robert Burke Johnson, the attorney for King and McCall is still living and can be contacted. HPO has learned through Congressman John Lewis that King's older sister, Christine King Farris, is still living (she is 89 years old). The Congressman's office has offered to assist in contacting her. In addition, Walter McCall's two children are still living in the Atlanta area. They may have been told by their father about his associations with Martin Luther King, Jr. Communication with either of both of them may yield information about the relationship between the two men.

COORDINATION

To insure that the project is proceeding smoothly and to consult about unexpected events, the Research Team will participate in at least three project status meetings with HPO staff. These meetings will occur in Trenton, in Camden, or at the offices of the Research Team, as appropriate. One of the meetings will be scheduled following the submittal of the draft report to provide HPO staff an opportunity to present to and discuss comments with the Research Team. Team leaders will meet monthly with HPO staff by Skype, or in person, as determined by HPO, along with other team members as appropriate, to ensure that HPO remains up-to-date on project developments.

DELIVERABLES

The Research Team shall submit to the HPO either one digital copy or four hard copies of a draft report complete with all figures and attachments including one or more DVDs of oral history interviews. This report will include a detailed explanation of the course of the research, the logic behind the selection of the sources consulted, an evaluation of the quality of the available evidence that supports or contradicts the conclusions presented in the report. The conclusion shall also include suggestions for additional research, if appropriate.

Following this submission, HPO will have 30 days to set up a follow-up meeting to discuss the draft report. Following the meeting, the Research Team shall have 30 days to complete and submit a final report. One digital and two hard copies of the report and attachments must be submitted, as well as one copy of each of the oral history interview DVDs.

June-July 2017: Conduct distant archival research once the spring 2017 has ended (this work

cannot be completed earlier as such teaching schedules for team members span Monday through Friday). Compile second report to be submitted to the HPO when research is complete, and no later than July 30, 2017.

August 31, 2017: Final deliverables due.

CONTRACT
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AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: HE17-005

GOVERNING BODY RESOLUTION

~~INSERT CURRENT BOARD RESOLUTION~~

*See attached signature authority policy
and signature authority procedure.*

STOCKTON UNIVERSITY



POLICY

Signatory Authority Policy

Policy Administrator: Vice President for Administration and Finance
Authority: N.J.S.A. 18A:64-6 & 8
Effective Date: August 25, 1977; February 24, 2016
Index Cross-References: Procedure 6416 – Signatory Authority
Policy File Number: VI-65
Approved By: Board of Trustees

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

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

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

Subject to these limitations, Procedure No. 6416 – Signatory Authority further delegates banking authority, contract review and signatory authority to other officers of the University.

Approval History:

	Date
Legal Counsel	11/18/15
President	11/18/15
Board of Trustees	2/24/16

STOCKTON UNIVERSITY



PROCEDURE

Signatory Authority Procedure

Procedure Administrator: Assistant Vice President for Finance
Authority:
Effective Date: February 24, 2016
Index Cross-References: VI-65 – Signatory Authority Policy
Procedure File Number: 6416
Approved By: Harvey Kesselman, President

PURPOSE:

This procedure is intended to ensure that commitments of University resources are reviewed and that the associated agreements are signed by authorized officials. It is essential that agreements and contracts are consistent with the goals and objectives of the University and do not expose the University to undesirable financial or legal risks.

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

CONFLICT OF INTEREST:

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

CONTRACTS AND GRANT AGREEMENTS:

All contracts and agreements that obligate the University, regardless of dollar amount, must be reviewed by General Counsel prior to execution.

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

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

The Vice President for Administration and Finance has been delegated the authority to enter into contracts on behalf of the University up to \$2,500,000.

The Contracting Officer of the University has been delegated the authority to enter into contracts up to \$250,000.

Signatory authority is delegated to The Executive Director for the Office of Research and Sponsored Programs (ORSP) to enter into grant agreements on behalf of the University after being assigned a legal and contract reference number up to \$500,000.

Signatory authority is delegated to the Provost Office for Affiliation agreements.

Signatory authority has been delegated to the Executive Director of the Southern Regional Institute and Educational Technology and Training Center (SRI-ETTC) for the condensed service agreement vetted by the Legal Department.

Copies of fully executed agreements should be returned to the Office of Staff Counsel.

PROCUREMENT AND PAYMENT OF GOODS AND SERVICES:

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

Deans and Directors can approve purchase orders and disbursements for the procurement of goods and services that do not exceed \$50,000.

Purchase orders or disbursements for procurement of goods and services that exceed \$50,000 require the approval of the appropriate Cabinet Member.

Cabinet Members can approve purchase orders and disbursements for the procurement of goods and services within the Division's annual budget.

Assistant Vice President for Finance has authority to approve all institutional disbursements up to \$250,000.

Vice President for Administration and Finance has authority to approve all institutional disbursements up to \$2,500,000.

Internal and External Awards:

Academic Development (AD) grant proposals and sabbatical leaves require approval by the University President.

Grant proposals, sabbatical leaves, subventions, Career Development Committee (CDC), Research & Professional Development (R&PD), and other internal University awards for Academic Affairs require approval of the Provost.

Travel:

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

Cabinet Members can approve travel for their respective Deans and Directors.

Deans and Directors can approve travel for their respective Faculty, Staff, Students, program receptions, study tours and staff training.

All international travel including international study tours are subject to additional review and approval by the Office of Global Engagement and the Office of Risk Management & Environmental Health and Safety.

International travel also requires approval by the appropriate Cabinet Member.

All requests for travel must be made in accordance with Authorized Travel Guidelines and approved by the University's Travel Officer.

DELEGATION OF AUTHORITY:

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

All individuals with signatory authority as well as the respective Cabinet Member must approve requests for delegation of signatory authority on a Designation of Signatory Authority Form.

An individual may only delegate the approval already granted to him / her and delegations can only be made within the same unit. Designation of Signatory Authority

Forms must be submitted to the Division of Administration and Finance prior to any delegation of authority.

Table 1: Signatory Authority Levels

Function	President	Cabinet Members	VP for A&F	Assistant VP for Finance	Contracting Officer	Deans and Directors
Contracts and Agreements	No Limit	N/A	\$2.5 million	N/A	\$250,000	N/A
Grants Contracts and Agreements	No Limit	N/A	\$2.5 million	N/A	N/A	N/A
Affiliation Agreements	No Limit	N/A	No Limit	N/A	N/A	N/A
Condensed Service Agreements	No Limit	N/A	No Limit	N/A	N/A	N/A
Requisitions and Direct Pays	No Limit	\$100,000	\$2.5 million	\$250,000	\$50,000	\$50,000
Change Orders	No Limit	N/A	\$2.5 million	N/A	N/A	N/A

Notes to Table 1:

- Executive Director for OSRP has authority to sign Grant Contracts and Agreements up to \$500,000.
- Executive Director of SRI-ETTC has authority to sign Condensed Service Agreements reviewed by the University's General Counsel.
- Provost has authority to sign Affiliation Agreements.

Approval History:

	Date
President	1/27/16

Vasilescu, Andrea

From: Sheppard, Nadine
Sent: Monday, July 24, 2017 1:13 PM
To: Vasilescu, Andrea
Subject: RE: HE17-005 Stockton University Research Contract

Andrea,

This is fine. The Attorney has confirmed in writing that the documents including the resolution are legal and valid as of today, July 24th. Please insert this email in the packages as justification.

Thanks for following up.

From: Vasilescu, Andrea
Sent: Monday, July 24, 2017 12:03 PM
To: Sheppard, Nadine <Nadine.Sheppard@dep.nj.gov>
Subject: FW: HE17-005 Stockton University Research Contract

Nadine,

Could you please give me some guidance on this issue? The individual who signed in the Attorney for the Contractor space on page 3 of the grant agreement is arguing that, by signing that page, he is also approving the old resolution attached in lieu of Attachment E. I believe this is not sufficient documentation, but understand that this is a special case. What would you recommend we request?

Thank You,

Andrea Vasilescu

Analyst Trainee

Contracts and Grant Management Unit

Division of Budget and Financial Operations

NJ Department of Environmental Protection

428 East State Street, Floor 4

Trenton, NJ 08625

Phone: (609)633-7805

From: Tingey, Andrea
Sent: Monday, July 24, 2017 11:56 AM
To: Vasilescu, Andrea <Andrea.Vasilescu@dep.nj.gov>
Cc: Dilapo, Renee <Renee.Dilapo@dep.nj.gov>; Marcopul, Kate <Kate.Marcopul@dep.nj.gov>
Subject: FW: HE17-005 Stockton University Research Contract

Andrea V.,

This was Stockton's response. Will it suffice?

Best,
Andrea T.

Andrea Tingey | Principal Historic Preservation Specialist | NJ Historic Preservation Office

Mail Code 501-04B | Department of Environmental Protection | P.O. Box 420 | Trenton, NJ 08625-0420

(p) 609-984-0539 | (f) 609-984-0578 | (e) Andrea.Tingey@dep.nj.gov | Website: <http://www.nj.gov/dep/hpo>

NJ HPO's cultural resources GIS data is available via [NJ Geoweb](#) or direct download at NJ DEP's [Statewide Digital Data Downloads](#)



From: Kowalski, Brian [<mailto:Brian.Kowalski@stockton.edu>]

Sent: Monday, July 24, 2017 11:52 AM

To: Tingey, Andrea <Andrea.Tingey@dep.nj.gov>

Cc: McDonald, Michelle <Michelle.McDonald@stockton.edu>

Subject: FW: HE17-005 Stockton University Research Contract

Andrea:

As I explained over the phone, on page 3 of 13 of the contract between the University and the NJDEP was approved as to legal form by both John Kuehne on behalf of NJDEP and me on behalf of the University.

I view this approval to include verification that the document and all attachments are legal and valid, including the policy attached as Attachment E.

I do not believe any additional certifications or resolutions are necessary to confirm the validity and authority of the individuals who executed the agreement on behalf of the University.

The University is anxious to finalize this matter as soon as possible since the work under this contract is now on hold, pending execution of the contract by the NJDEP.

If you have any questions or wish to discuss, please contact me.

Brian Kowalski

Interim General Counsel

Stockton University

101 Vera King Farris Drive

Galloway, NJ 08205

609-652-4494

Brian.Kowalski@stockton.edu



From: Tingey, Andrea <Andrea.Tingey@dep.nj.gov>
Sent: Thursday, July 20, 2017 4:00 PM
To: McDonald, Michelle
Cc: Marcopul, Kate
Subject: FW: HE17-005 Stockton University Research Contract

Michelle,

Looks like we need a resolution stating that your prior resolution authorizing individuals to sign contracts is still in effect. See comments below.

Best,
Andrea

Andrea Tingey | Principal Historic Preservation Specialist | NJ Historic Preservation Office
Mail Code 501-04B | Department of Environmental Protection | P.O. Box 420 | Trenton, NJ 08625-0420
(p) 609-984-0539 | (f) 609-984-0578 | (e) Andrea.Tingey@dep.nj.gov | Website: <http://www.nj.gov/dep/hpo>

NJ HPO's cultural resources GIS data is available via [NJ Geoweb](#) or direct download at NJ DEP's [Statewide Digital Data Downloads](#)



New Jersey Historic
Preservation Office
a new and improved
NJ HPO
on the way to the future
of our state's heritage

From: Vasilescu, Andrea
Sent: Thursday, July 20, 2017 3:25 PM
To: Tingey, Andrea <Andrea.Tingey@dep.nj.gov>
Subject: HE17-005 Stockton University Research Contract

Good Afternoon Andrea,

I have come across some issues with HE17-005, the Stockton University Research on 753 Walnut Street in Camden NJ Contract. The recipient did not attach a certification for to their Attachment E resolution authorizing individuals to sign. As the resolution is over a year and a half old, we need a certification confirming that the contents are still approved. Please reach out to the university and have them submit this form in triplicate as soon as possible so that we can process the contract.

Thank You,

Andrea Vasilescu
Analyst Trainee
Contracts and Grant Management Unit
Division of Budget and Financial Operations
NJ Department of Environmental Protection

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

CONTRACT NUMBER: HE17-005

SUBCONTRACTOR CERTIFICATION

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

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

12/16

Date: _____

(print name of subcontractor)

by: _____

(signature)

(print name)_____
(print title)

ATTEST:

(signature of another officer of subcontractor,
if sole prop or single-member entity, person as witness)_____
(number and street)_____
(municipality, state, and zip code)_____
(print name and title)_____
(telephone number)**SIGNATURE AUTHORIZATION***I, _____, _____, of
(print name) (print title)

_____ certify that the individual who executed this

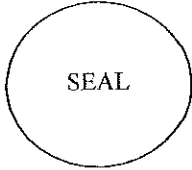
(print subcontractor's name)

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

ATTEST:

(signature of another officer of subcontractor,
can be same as witness signature above)_____
(signature of subcontractor's secretary or equivalent)_____
(print name)_____
(print name)_____
(print title)_____
(print title)

Date: _____

SEAL

*This section is required for all business structures except for sole proprietorship and other single-member entities

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this contract and other documents which might be helpful to the Contractor.

A. New Jersey Department of the Treasury

- State Circular Letter 15-08-OMB: Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments -- Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide