

**PROFESSIONAL SERVICES AGREEMENT FOR SERVICES TO CREATE AND UPDATE
SANITARY SEWER GIS LAYERS USING EXISTING DIGITAL DRAWING FILES AND
SURVEYING**

THIS AGREEMENT ("Agreement" or "agreement") is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and REMINGTON & VERNICK ENGINEERS, 2059 Springdale Road, Cherry Hill, New Jersey 08003 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional engineering services to create and update sanitary sewer GIS layers using existing digital drawing files and surveying; and

WHEREAS, on September 10, 2025, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. **Scope of Services.**

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.

2. **Contract Term.**

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. **Compensation; Manner of Payment.**

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed one hundred two thousand, three hundred thirty dollars and zero cents (\$102,330.00), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

REMINGTON & VERNICK ENGINEERS

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

September 10, 2025

Municipality of Princeton
Attn: Deanna Stockton, PE, CME, Municipal Engineer
400 Witherspoon Street
Princeton, NJ 08540

**Re: Municipality of Princeton
 Providing Services to Create and Update Sanitary Sewer GIS Layers Using
 Existing Digital Drawing Files and Surveying**

Dear Ms. Stockton:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to present this proposal for providing services to create and update the sanitary sewer system GIS layers for the Municipality of Princeton.

Our proposed services will create and update applicable layers based on digital drawings provided by the municipality and by field surveying existing infrastructure on a limited basis. Layers will include attribute information, as available. GIS data management and surveying will be conducted in a manner compliant with current state requirements. Map layers will be uploaded to the Municipality of Princeton's ArcGIS Online (AGOL) where they can be published in web maps for public and municipal use.

Remington & Vernick Engineers recently completed Stormwater Outfall and Infrastructure Mapping for NJDEP MS4 Compliance for Princeton and we will use this data as reference to perform the phased scope of services outlined herein for the completion of this GIS project.

BACKGROUND

The Municipality's existing sanitary sewer infrastructure GIS data was created between 2008 and 2011. The sanitary sewer infrastructure GIS data accounts for most of the existing assets, but the data lacks attributes and accurate spatial location. The current GIS data does not include improvements since 2011.

The Municipality has several CAD files, scanned drawings, and sewer connection permits for the sanitary infrastructure. The Municipality would like for these drawings to be used to create features, update the spatial location and attributes of the assets in the Municipality's AGOL. The Municipality would also like to have these scanned drawings and permits uploaded to their AGOL to allow municipal employees to readily access that information.

SCOPE OF SERVICES

RVE will perform the entire scope of services outlined below.

Task 1: Create and update the infrastructure assets using scanned and digital drawings.

Features will be created as needed for all sanitary infrastructure assets shown on the provided drawings. Attribute information will be added to the features as available from the drawings. Location information for assets added from CAD files will be transformed as necessary to match State standards. Location information for assets added from the scanned drawings will be updated based on aerial orthophotographic imagery (Nearmap). If a given asset is shown on multiple drawings and there is a conflict between the drawings, the most recent drawing will be used, unless otherwise directed. Underground structures shown on the drawings will be added as separate features with appropriate attributes.

The following attribute information will be added from the drawings as available:

Pipes (Both Gravity and Force Main)

- Shape
- Height, if applicable
- Width, if applicable
- Material
- Status (i.e., active or abandoned)
- Upstream Invert
- Downstream Invert
- Length
- Slope
- Upstream Manhole ID
- Downstream Manhole ID
- Upstream Direction (in degrees)
- Downstream Direction (in degrees)

Manholes

- Number of Connected Pipes
- Bottom/Invert Elevation
- Rim Elevation
- Structure Condition (field collection)
- Number of Connected Pipes
- Pictures of field collected structures

Facilities

- Pump / Lift Station
- Wastewater Treatment Plant

Task 2: Attach permits, documents, and photos

RVE will setup the sanitary sewer assets to have attachment layers for the storage and linking of various permits, documents, photos, and anything else in which the municipality would like to have linked to a sanitary feature. Per request for security, this attachment layer will be provided through Esri's Attachment Layer system, and all items will be uploaded and hosted on Princeton's AGOL where a login will be required to access the attachments. Attached documents will include the provided sewer lateral connection permits, and will be attached to the sewer lateral layer for reference purposes.

Task 3: GPS survey of missing/incomplete infrastructure information.

Structures (manholes, etc.) whose location or elevation is missing or not accurate will be surveyed. In the event that assets have elevations shown on the drawings, but the datum is not specified as NAVD88, or elevation is assumed, RVE will survey two or more of the structures per plan set to confirm the datum matches NAVD88 or to calculate the offset and apply that offset to all applicable features.

Structures which have elevations shown on drawings, and the datum is specified as NAVD88, will not be surveyed. Survey elevation accuracy will be within 0.1 feet. Locations and elevations will reference the center of the lid for manholes or grate for inlets. If needed, manholes will be opened to obtain the missing information.

Princeton has approximately 3,500+/- sanitary manholes, including but not limited to just manholes. The number of structures which will be surveyed and field verified will depend on the information detailed and available in the provided as built and construction drawings.

All survey data will be based on GPS information and will be created in the New Jersey State Plane Coordinate System. The horizontal ground control will be based on North American Datum of 1983 (NAD 83), and vertical ground control will be based on National American Vertical Datum of 1988 (NAVD 88).

RVE anticipates the completion of approximately 40+/- sanitary sewer assets per day; if and where needed, contingent on schedules, weather conditions, traffic control measures needed, etc.

RVE's Survey Team will field locate and/or verify known/visible at grade utility infrastructure asset locations. RVE will locate structures/features by using GPS survey methods and a two-man field survey crew. The estimated field work for the sanitary sewer system is approximately (15) service days, with approximately (8) service days of post processing and supporting office work.

RVE understands that Princeton is only interested in verifying and locating those known/visible at grade sanitary sewer structures that are missing, obscured or do not agree with the available as built and construction documents. Any areas of the municipality not detailed on available as built or construction documents will not be GPS field located at this time. RVE will propose to data collect and map any sanitary sewer infrastructure with accurate locations and elevations of previously unmapped areas of Princeton at a later date as directed by the Municipality.

Any/all of the asset attributes described in Task 2 will be compiled for the surveyed facilities.

All survey field collection services and GIS utility mapping work will be completed under the auspices of our NJ Professional Licensed Land Surveyor and in accordance with the current State regulations and standards for the “Locations of Existing Utilities” statutes, NJSA 45:8-28(e); NJAC 13:40-1.3; NJAC 13:40-5.1(g)4, as well as the NJ Digital Mapping Computer Aided Drafting (CAD) Standards and comply with any of Princeton’s applicable standards and requirements.

RVE understands that we are not required to physically verify, survey, and GPS located any sanitary assets on private property owned by Princeton University, Institute for Advanced Study, or Princeton Theological Seminary at this time, unless otherwise requested and proposed to do so by the Municipality of Princeton.

DELIVERABLES

RVE will add and update GIS data directly to the Municipality’s AGOL site by way of a provided creator account. RVE will provide a memo upon completion of tasks 1-4 documenting the work completed, outstanding work to be completed under separate contract, and any pertinent discoveries made.

UNDERSTANDING & SPECIFIC EXCLUSIONS

RVE is aware that the Municipality of Princeton regularly maintains their road construction projects and major subdivision construction documents in a digital CAD file format. These as-built documents, if made available, would benefit Princeton, as these projects would provide sanitary sewer system assets information that could be imported in a digital format, reducing the amount of field work and time needed thus reducing cost of service and expense for the Municipality.

The cost estimate and timeframes are based on the information and documents received from the Municipality of Princeton as well as our experience that approximately 3,500+/- structures of the sanitary sewer system would be mapped and detailed with attributes populated from this available information. If more than the estimated 3,500+/- sanitary sewer structures need to be field verified and GPS located, additional survey crew field work and GIS mapping updates will be required.

COST OF SERVICES

RVE is aware that the Municipality may want us to start this project immediately upon receiving award. RVE will invoice at the current Princeton contract rates.

A dedicated project number will also be established for billing purposes.

The lump sum cost breakdown for the completion of this scope of work by task is as follows:

Task 1: Create and update infrastructure assets using scanned and digital drawings.

The estimated lump sum cost for completion: **\$55,950**

Task 2: Attach permits

The estimated lump sum cost for completion: **\$17,630**

Task 3: Field survey of missing/incomplete infrastructure information.

The estimated lump sum cost for completion: **\$28,750.00**

Total Lump Sum Cost of Services by Task: **\$102,330.00**

Additional field survey work may be required and/or requested by Princeton beyond the scope of services presented herein. Any additional survey crew field work will be performed solely at the direction of Princeton for an additional per diem fee of **\$2,360.00**, including coordination at start-up, necessary research, office support, set-up, downloads, computations, and GIS mapping updates for this project.

Remington & Vernick Engineers will not proceed with any additional work that will exceed the **\$102,330.00** cap without prior written authorization from Princeton. The cost of services for any/all new mapping work not outlined in this scope of services will be provided as a separate proposal on an as-needed basis and upon Princeton's request only.

If you have any questions or concerns regarding this project, or if there are budget and timeframe issues based on the scope of work proposed, please contact Mr. Kevin R. Zelinsky, GISP, CMS of our Cherry Hill office at (856) 795-9595, extension 1064, or via e-mail at: Kevin.Zelinsky@rve.com.

We look forward to working with the Municipality on this important project.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

Kevin R. Zelinsky, GISP, CMS
Senior Associate & Tax Map/GIS/CADD Manager

KRZ/clj

cc: James J. Purcell, PE, PMP, Assistant Municipal Engineer; Fred Schultz; Greg Schundler

Remington & Vernick Engineers Distribution List

Christopher Gross
Nicholas Phelan
Ethan Snyder
Nicholas Leusner
Charles Adamson
Leigh Abrams

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONS**EXEMPTION**

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 or 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 and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **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, 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 personal 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 applicable 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:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.