

**PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES AS
2026 REDEVELOPMENT COUNSEL**

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 GREENBAUM, ROWE, SMITH & DAVIS, LLP, with offices at 75 Livingston Avenue, Suite 301, Roseland, New Jersey 07068 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain legal services as redevelopment counsel in 2026; and

WHEREAS, on February 3, 2026, 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 as of **March 14, 2026**, and shall expire on **December 31, 2026**, unless terminated sooner pursuant to the termination provisions set forth in subsection 2b. below.
- b. 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 two hundred thirty-five thousand dollars and zero cents (\$235,000.00), 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:

GREENBAUM, ROWE, SMITH & DAVIS, LLP

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.**

EXHIBIT B



Steven G. Mlenak
Co-Chair & Partner, Land Use and Redevelopment Department
75 Livingston Avenue
Suite 301
Roseland, NJ 07068
P: 732-476-2526
F: 732-476-2527
smlenak@greenbaumlaw.com

February 3, 2026

Bernard Hvozdovic Jr., Esq.
Municipal Administrator
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

**RE: Municipality of Princeton
Professional Services Agreement for 2026**

Dear Mr. Hvozdovic:

The firm would be pleased to continue providing legal services to the Municipality of Princeton with respect to redevelopment matters.

We will provide services on a blended rate for all attorneys at \$395 per hour including matters in which such fees are to be reimbursed by redevelopers in the Municipality, however for non-redevelopment matters in which there will be no reimbursement to the Municipality, we are happy to provide a courtesy, blended-rate discount of \$365 per hour. Robert Goldsmith and I will serve as primary attorneys on this matter.

We cannot guarantee the amount of time that will be required in connection with the scope of services under our representation, given the unique aspects of any redevelopment project, the specific parties and their business practices and models and the unique issues that may arise in any given redevelopment. This letter, together with the attached Terms of Engagement and Mandatory Equity Opportunity Language, will serve as the Professional Services Agreement for 2026 setting forth the terms of our representation when you sign it on the line provided at the end of this letter.

Our firm looks forward to the continued representation of the Municipality. Please read this letter carefully to make certain that you understand all the terms and provisions of this Professional Services Agreement.

If this letter meets with the Municipality's approval, please sign and return it to our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,

GREENBAUM, ROWE, SMITH & DAVIS LLP

By: Steven G. Mlenak
Steven G. Mlenak

Agreed and accepted this.
_____ day of February 2026.

MUNICIPALITY OF PRINCETON

Bernard Hvozdovic Jr., Esq.
Municipal Administrator

TERMS OF ENGAGEMENT

The information below describes the terms that apply to legal services provided for you by Greenbaum, Rowe, Smith & Davis LLP. We encourage you to discuss any of these terms with us at any time. If modifications to the terms are needed, you must discuss them with us so that agreement on changes can be reached and reduced to writing. All references to "you" or "your" means the client or clients identified in our engagement letter. Individuals or entities related to or affiliated with you, such as partners, officers, directors, stockholders, parent companies, related companies, or family members, are not clients, unless we otherwise agree in writing.

Scope of Work. The scope of the work is limited to that stated in our engagement letter and any enlargement of the scope authorized by the client(s) in writing or orally. If we represent you in other matters, the terms of our engagement will remain the same for these additional matters unless changed by agreement in writing at that time.

Financial Arrangements

(1) **Fees.** Our fees are based upon the hourly rates of our attorneys and paraprofessionals in effect when the services are performed. The rates change periodically based upon economic factors, experience level and expertise of our personnel. Time charges are made for time spent on different tasks, including but not limited to conferences, telephone calls, legal research, court appearances, consultations with other attorneys, review of documentary materials, preparation and drafting of legal documents, correspondence, memoranda, and travel time.

(2) **Expenses.** Expenses include items such as filing fees, travel costs, overnight or other special mail services, messenger services, court reporter or transcription service fees, photocopies, long distance telephone, outgoing faxes, research charges (e.g., Westlaw and/or LEXIS), fees for consultants and/or experts, and special services such as document imaging. We do not charge for secretarial or word processing time. Some disbursements may be forwarded to you for direct payment, or you may be requested to enter directly into third party agreements, e.g., with a copy service. Some charges may not be recorded at the time of monthly billing and will appear on a later bill. In litigation matters, you may be asked to place moneys in our trust account for payment of court reporting fees. If experts and/or other consultants are required, you will be required to enter into separate agreement(s) to pay these persons directly, without any obligation on the part of our firm, even though such persons are engaged by our firm.

(3) **Retainers.** Provisions relating to any retainer required is set forth in the engagement letter. It is our general policy to obtain a retainer as a partial advance against anticipated legal fees and disbursements before we provide legal services. Any

required retainer must be delivered to us, absent an emergency situation, *before* the commencement of any work in the particular matter and with an executed copy of this letter. The retainer is applied against our final invoice(s) for legal services and disbursements. We do not pay interest on such funds. We will consider the continued necessity of the retainer as our services progress. Any initial or additional retainer requested in the future for this, or other matter(s) will only be an estimate and not a representation of the total amount that you will incur for legal fees and disbursements, since those amounts will largely depend upon the time we are required to expend on your legal matters. Once discovery has been completed in a litigated matter or at least ninety (90) days prior to the scheduled trial date, whichever occurs first, the firm reserves the right to require that all outstanding accounts receivables be paid and that a supplemental retainer be paid to cover a portion of the projected trial costs.

(4) **Billing and Payment.** We generally forward our invoices monthly. Statements will include brief descriptions of each work item performed, date performed, time required to do the work, expenses incurred, and the attorney or paraprofessional who performed the work. Payment is due within thirty (30) days of receipt of our statement. Payment may be made by credit card (American Express, Mastercard or Visa). We may find it necessary to terminate our representation if our invoices are not paid promptly. We do not guarantee the outcome of any matter, and payment of our fees and disbursements is not conditioned on any particular outcome. You agree that if you fail to make payment within thirty (30) days of receipt of our invoice, we reserve the right to include interest from that date at the court established rate or six (6%) per cent per annum, whichever is greater. If we bring an action to collect the amounts due to us, we shall be entitled to recover (i) the attorney fees and costs (including experts, court reporting services, etc.) incurred or generated by us (even if we represent ourselves in such an action) and (ii) interest at the court established rate or six (6%) per cent per annum, whichever is greater, from thirty (30) days after the date of each outstanding invoice. You agree that any action to collect fees or any disputes under these Terms shall be venued in the New Jersey Superior Court, Middlesex County or Essex County, subject to your right to fee arbitration under the New Jersey Rules of Court.

(5) **Security.** As security for the payment of the fees and expenses incurred on your behalf, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant us a security interest in and lien upon any sum or sums that may be on deposit in our client trust and/or retainer account(s) in connection with any engagement covered by this letter. This retention does not include any litigation or threatened litigation, and any such representation will require a separate letter of retention.

(6) **Further Actions.** If we are required to testify, produce documents, or respond to other requests in connection with proceedings that relate to our current or

prior representation of you (not related to any fee disputes), you will pay us our reasonable fees and costs incurred for such testimony, production and/or response.

Conflicts of Interest. Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented procedures to identify conflicts at the outset of each engagement. It is possible that during our representation some of our present or future clients will have disputes or transactions with you. We are accepting this engagement with your understanding and express consent that our relationship with you will not preclude us from continuing or accepting an engagement from a new or existing client so long as such engagement does not violate the New Jersey Rules of Professional Conduct established by the Supreme Court of New Jersey. However, we will not accept an engagement that is directly adverse to you if: (1) it would be substantially related to the subject matter of our representation, (2) we have obtained from you confidential information of a nonpublic nature that, if known to our other client, could be used in any such other matter by such client to your material disadvantage and is contrary to the Rules of Professional Conduct, or (3) it involves an action against you or by you and we continue to represent you. You should understand that having similar agreements with other clients helps preserve our ability to continue to represent you. Under certain circumstances, as required by the Rules of Professional Conduct, we may ask your consent to represent an adverse party after full disclosure.

Conclusion of Representation. Our representation of you will terminate when we send you our final statement for services rendered in this matter. We may also terminate our representation consistent with the Rules of Professional Conduct, including conflicts of interest or your failure to pay our fees and expenses. We reserve the right to seek to terminate our representation in any matter if our invoices are not paid in a reasonably prompt manner. By engaging this firm, you are agreeing, where appropriate, to the execution and filing of a consent to withdrawal from representation and a "Substitution of Attorney." Following termination, any nonpublic information that you have supplied and that we retain will be kept confidential in accordance with the applicable Rules of Professional Conduct. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter. At your request, your papers and property will be returned promptly upon receipt of payment in full for outstanding fees and costs. The firm will retain our own files pertaining to the matter for the period required by the Rules of Court. All internal communications, drafts and notes are strictly the property of the firm and not yours. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement and notice to you, but in no event less than sixty (60) days.

No Warranty or Guaranty. We cannot give and disclaim giving any warranty or guarantee that any matter(s) with respect to which you engage us will result in a particular outcome. Furthermore, we cannot make any representation as to the total amount which you will incur for legal fees and disbursements, since those amounts for the most part depend upon time and efforts which we are required to expend on your matter(s). It is, therefore, important for you to understand that if at any time we should give estimates as to anticipated legal fees or disbursements, they are only estimates and not fixed fees, unless explicitly stated as such.

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 & CONDITIONSEXEMPTION

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, 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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexualorientation, gender identity or expression, disability, national 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.