

AGREEMENT FOR TELEPHONE SERVICES

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 VOIP NETWORKS, 1951 Old Cuthbert Road, Suite 206, Cherry Hill, New Jersey 08034 (hereinafter referred to as "CONSULTANT").

In connection with CONSULTANT'S proposal dated February 13, 2025, and PRINCETON'S Resolution awarding agreement dated April 14, 2025, PRINCETON and CONSULTANT hereby agree as follows:

1. Scope of Services.

- a. CONSULTANT hereby agrees to provide Telephone Services on PRINCETON'S behalf, as more fully set forth in CONSULTANT'S February 13, 2025, Proposal, which Proposal is attached hereto as "Exhibit B" and incorporated herein as if fully restated.
- b. Exhibit B, and CONSULTANT'S provision of services provided pursuant thereto, are (and shall at all times be) consistent with the terms of Sourcewell National Cooperative Purchasing Program Contract 120122-MBS, effective until March 8, 2027 ("Sourcewell Contract"), the prices, terms and conditions of which are incorporated herein as if fully restated. The documents listed in this Section 1, along with this agreement, shall be referred to herein collectively as the "Contract" or "Agreement."

2. Compensation; Manner of Payment.

- a. Based upon the prices set forth in Exhibit B and the Sourcewell Contract, the Contract amount, subject to any adjustments made in accordance with the Agreement, shall be as follows:
 - i. The monthly recurring charge shall not exceed one thousand, one hundred seventy dollars and fifty cents (\$1,170.50) per month for thirty-six (36) months, for a total amount not to exceed forty-two thousand, one hundred thirty-eight dollars and zero cents (\$42,138.00).
 - ii. Applicable taxes and regulatory fees are estimated to be two hundred fifty dollars and zero cents (\$250.00) per month for thirty-six (36) months, for a total amount not to exceed nine thousand dollars and zero cents (\$9,000.00).
 - iii. A one-time non-recurring charge shall not exceed two thousand, one hundred twenty-eight dollars and fifty-eight cents (\$2,128.58).
 - iv. The total overall contract amount for the thirty-six (36) month term shall include the monthly recurring charge, applicable taxes and regulatory fees, and a one-time non-recurring charge and shall not exceed fifty-three thousand, two hundred sixty-six dollars and fifty-eight cents (\$53,266.58.)
- b. Unless otherwise more specifically agreed between the parties, CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered during the prior month, based on the rates and fees set forth in Exhibit B.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

3. 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.

4. 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.

5. 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.

6. 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:

VOIP NETWORKS

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

1951 Old Cuthbert Road
Suite 206
Cherry Hill, NJ 08034
Phone: (856)795-4500
Fax: (856)795-9133

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BILL TO

Company: Princeton
Address: Finance & Purchasing Office
400 Witherspoon Street
Princeton, NJ 08544-0001
Contact: O Kidd a/p
Phone: (609) 924 9183

SHIP TO

Company: Princeton
Address: Finance & Purchasing Office
400 Witherspoon Street
Princeton, NJ 08544-0001
Contact: Phillip DePasquale
Phone: (609) 688 2039

Date: 2/13/2025
Sales Rep: Ed Wintrode
Phone: (856) 111 4500 EXT 5257
Email: Ed.Wintrode@voipnetworks.com
Exp Date: 3/15/2025

TITLE

SOURCEWELL: Cloud9 Access by VOIP Networks - (SIP Connector - Telco Carrier Services)

SOLUTION OVERVIEW

CUSTOMER is currently enrolled with Sourcewell ID# 28187. This quote is based on the Mitel Sourcewell contract #120122-MBS. Sourcewell contract number 120122-MBS must be referenced on any PO resulting from this quote.

Membership and contract information is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/120122-MBS>

Cloud9 by VOIP Networks will provide Cloud9 Access: SIP Trunk Carrier Services. The service will include SIP Trunking to accommodate inbound / outbound calling access at the rates listed below. E911 services will be provided for RAY BAUMS Act compliant. (endpoint registration for dispatchable location information)

Cloud9 by VOIP Networks SD-WAN overlay (High-Availability optional pricing shown below) will be configured to utilize a Cloud9 3Mbps Private Line with SDWAN Tunnel for Cloud9 (23) SIP Call Paths.

Cloud9 by VOIP Networks will configure one (1) new Virtual MBG configured as SIP Proxy, installed in customer-provided VMware environment. MBG SIP Proxy to be configured in Network-Edge mode (Server-Gateway) with Public IP Address to allow connectivity to Cloud9 for the inbound/outbound calling (Cloud9 Carrier Services). (23) MBG SIP Proxy licenses will be enabled and configured. Should any additional licensing be required, a quotation will be provided.

Cloud9 SIP Trunking Outbound Minute Allocation: Unlimited Local & Long Distance Calling Plan, within the 48 Contiguous United States.

Cloud9 SIP Trunking International Outbound Usage: International usage rates will be applicable as per the Addendum B. rate sheet

Project Notes:

- (23) Mitel SIP Trunk licenses will be configured to the US-based Mitel MiVoice Business
- (1) new Virtual MBG will be configured for the Cloud9 SIP peer, configured in Customer-Provided VMware environment
- The Mitel MiVoice Business will be configured with a SIP Peer profile to "least-cost route" any calling to the Cloud9 Access SIP Trunks
- Cloud9 by VOIP Networks will port-in (221) existing DID's
- All users will be configured to utilize the Cloud9 Access for all inbound/outbound calling

Virtual Mitel Border Gateway (MBG) for SIP Proxy:

SIP Trunk Licensing:

To provide (23) Concurrent SIP Trunks (Call Paths) to Cloud9, licensing is required on the MBG SIP Proxy and the VIRTUAL Mitel MiVoice Business PBX controller(s). Each of the Primary and Resilient Mitel controllers require SIP Trunk Licensing. To provide a full capacity in a failover condition, equal quantities of SIP Trunk licenses are required on the Primary and Resilient Mitel controllers. The licenses included in this quote for the Virtual MiVoice Business PBX will be used.



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Server Platform Note (VMware): The VMware Server platform will be provided by customer for all of the applications listed below to be installed. Minimum Hardware requirements will be provided for each application.

VMware Storage & CPU Provisioning Note: Mitel virtual appliances, including vMiVB, vMBG and vMiCollab require thick provisioning to ensure good voice quality. In vSphere 5.0, Thick provisioned format, also includes two additional options: Lazy-zeroed and Eager-zeroed. Mitel recommends using the Lazy-zeroed option. The VMware host CPU utilization must be maintained below 70% to prevent voice quality issues.

Virtual MiVoice Border Gateway (vMBG) VMware Resource Requirements:

- 3 vCPU
- 4.0 GBytes RAM
- 20 GBytes HDD Size

Cloud9 Service and Support:

- All complimentary on-going limited programming changes (Performed Monday-Friday, 8AM-5PM, Local Time Zone)
- 24 x 7 x 365 Customer Support



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PART DESCRIPTION	QTY	PRICE	EXT. PRICE
MRC			
SIP Trunk - Call Path	23.00	\$15.00	\$345.00
Cloud9 - Virtual Mitel Border Gateway Server	1.00	\$30.00	\$30.00
Cloud9 - SIP Proxy Channel	23.00	\$4.00	\$92.00
MiVoice Border Gateway SIP Proxy Channel Licenses One license needed to match each MiVoice Business SIP Trunk license			
Cloud9 VoIP Gateway (2-port PRI Handoff) - Monthly Rental Charge (OPTIONAL)	0.00	\$45.00	\$0.00
Cloud9 DID (Individual) - Monthly Charge	221.00	\$0.50	\$110.50
Each individual Direct Inward Dial (DIDs) Ported or Assigned as new will be invoiced at the current rate of \$0.50 per DID. All DID telephone numbers that are ported and activated on the Cloud9 service will be automatically added to your invoice.			
Cloud9 Network Access - Private-Line, Dedicated circuit 3Mbps	1.00	\$285.00	\$285.00
Dedicated Network Access for Cloud9 UCaaS			
Cloud9 Network Access - Private-Line, Dedicated circuit 3Mbps - Monument (OPTIONAL)	0.00	\$285.00	\$0.00
Dedicated Network Access for Cloud9 UCaaS			
Cloud9 VoiceFlex SD-WAN Service	1.00	\$89.00	\$89.00
Feature-rich SD-WAN offering to optimize VoIP traffic to Cloud9 data centers. VoiceFlex offers 'hitless' failover to provide the highest levels of uptime and connectivity. Requires (1) Public IP Address per Internet Service Provider (ISP)			
Cloud9 SD-WAN Appliance	1.00	\$31.00	\$31.00
SD WAN appliance in table-top size available with Rack-mount for standard 19"equipment racks Configurable Ports: 5x Cu 1Gbps Ethernet (RJ45) Processor: Intel C2558 4-Core CPU SoC 2.4 Ghz Memory: 8GB DDR3L Max Concurrent SIP/RTP/VoIP conversations: 80			
Cloud9 Advanced SD-WAN HA Service (OPTIONAL)	1.00	\$49.00	\$49.00
Configured as Active-Standby to enable a real-time solution for High Availability if the primary Flex VNF / Hardware appliance has a service affecting issue. Requires (1) Public IP Address per Internet Service Provider (ISP)			
Cloud9 Advanced SD-WAN HA Appliance (OPTIONAL)	1.00	\$31.00	\$31.00
High Availability appliance			
eGoldFax Secure Cloud Fax Service (1,000 pages)	1.00	\$104.00	\$104.00
1,000 Plan fax pages included per month (inbound/outbound) Fax Digital Documents From Email - Unlimited Users. Email message & attachment to "Fax #@eGoldFax.com" 250 to 50,000 fax pages/mo., No Busy Signals (Never Miss a Fax), No Long Distance Fees (U.S.A, Canada) Fax Paper Docs from Scan-to-Email MFPs - Unlimited MFPs. No MFP Fax Kit or fax line required. Scan-to-email to "Fax #@eGoldFax.com" Received Faxes Delivered From Email - Route to one or multiple email addresses			
eGoldfax DID (Individual)	4.00	\$1.00	\$4.00
Cloud9 DID (Non-Block)(Individual) - Monthly Charge			



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PART DESCRIPTION	QTY	PRICE	EXT. PRICE
<u>MRC</u>			
eGoldFax Enterprise Routing Manager	0.00	\$10.00	\$0.00
Route to network folders and network printers. Advanced routing rules. (1) per separate Local Area Network. Install software applet on LAN computer, ex: print server.			
eGoldFax Routing Agent	0.00	\$2.00	\$0.00
Advanced routing Fax Inbox for eGoldFax Routing Manager. 1 per Fax #.			
eGoldFax Overage - rate per page	0.00	\$0.15	\$0.00
Overage - Fax Pages sent/received over the number of pages included in the plan			
Enhanced 911 Service (RAY BAUMS Compliance)	0.00	\$0.99	\$0.00
Management Fee Enable 911 (Per Endpoint) @ \$ 0.99 (1) for Each Device / Endpoint deployed.			
<u>MRC Subtotal:</u>			<u>\$1,170.50</u>
<u>NRC</u>			
SD WAN Provisioning, Programming, Remote/On-Site Installation, and Training charge	1.00	\$500.00	\$500.00
Includes: Certified project management team with detailed project plan & lead engineer Scheduled conference calls for project status updates Focus group meetings to establish programming requirements/database design Remote/Onsite equipment installation, testing and cut-over support			
Configuration Charge for DID routing on the Mitel Cluster	1.00	\$370.00	\$370.00
<u>NRC Subtotal:</u>			<u>\$870.00</u>
<u>NRC - Sourcewell Eligible</u>			
MiVoice Business SIP Trunks x10	2.00	\$539.35	\$1,078.70
MiVoice Business SIP Trunks x1	3.00	\$59.96	\$179.88
<u>NRC - Sourcewell Eligible Subtotal:</u>			<u>\$1,258.58</u>



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Summary

MRC	Sub-Total:	\$1,170.50
NRC	Sub-Total:	\$870.00
NRC - Sourcewell Eligible	Sub-Total:	\$1,258.58

Contract Term Length In Months:	36	*MRC Total:	<u>\$1,170.50</u>
		NRC Sub-Total:	<u>\$2,128.58</u>
		NRC Total:	<u>\$2,128.58</u>

PURCHASE TERMS

**Monthly Recurring Charge (MRC) does not include standard regulatory fees and/or taxes*

50% Non Recurring Charge (NRC) and 100% First month MRC deposit due upon receipt of invoice (execution of order will not commence until deposit payment is received).

35% Non Recurring Charge (NRC) due prior to or upon delivery of equipment/software.

15% Non Recurring Charge (NRC) due upon completion of project.

We Appreciate your Business!

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____
(Print Name)

SIGNATURE: _____

TITLE: _____

DATE: _____

PO No.: _____

Save paper and cost. Think before you print.

NOTICE OF CONFIDENTIALITY

The information contained in this transmission may be privileged and confidential information. It is intended only for the use of the person(s) named above. The sender and intended recipient(s) reserve all rights pertaining to privilege and confidentiality. If you are not the intended recipient, please contact the sender by reply e-mail or at one of the above telephone numbers and destroy all record of the transmission in question. The sender reserves the right to bring legal action against those parties in breach of this confidentiality.

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. CONTRACT 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.

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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**.