

PROFESSIONAL SERVICES AGREEMENT FOR THE PUBLIC DEFENDER

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 THE LAW OFFICE OF DOUGLAS HERRING, 475 Wall Street, Princeton, New Jersey 08540 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain the services of a Public Defender for 2026; and

WHEREAS, on December 19, 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 as of **January 1, 2026**, and shall terminate 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 fifty-seven thousand, five hundred dollars and zero cents (\$57,500.00), subject to annual budgetary appropriations, at the rate set forth in CONSULTANT'S proposal.
- 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:

**THE LAW OFFICE OF DOUGLAS
HERRING**

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.**



December 19, 2025

Municipality of Princeton
Attn: Sarah Ocicki
400 Witherspoon Street
Princeton, New Jersey 08540
socicki@princetonnj.gov

RE: Proposal for the Public Defender for the Municipality of Princeton - December 2025

Dear Ms. Ocicki:

I am writing to provide my proposal to be considered for the position of Municipal Public Defender for Princeton. Mr. Michael Barrett of the firm Bergman & Barrett, who has been the public defender, informed me that he will be stepping down from the position at the end of this year. I would be glad to apply for the position of municipal public defender for the Princeton Municipal Court.

Following are my responses to the Request for Proposals for the Public Defender for the Municipality of Princeton - December 2025.

1. Name of Respondent and New Jersey attorney ID number:

DOUGLAS HERRING

(NJ Attorney ID 6762008)

2. Copies of professional federal and/or state licenses

Please see attached Supreme Court of New Jersey - Certificate of Good Standing

3. Respondent shall provide a flat rate cost proposal for each regular court session and special court session attended, inclusive of pre- and post-court session preparation and work. A court session is a half day, or any portion thereof.

I would propose to be compensated as the same rate as the prior professional in this position, which I believe was a contract amount of \$600 per court session (one half day), regardless of type, for a total not-to-exceed cost of \$57,500.

4. The address and telephone number of Respondent's principal place of business and all other offices

**Law Office of Douglas Herring
475 Wall Street
Princeton, New Jersey 08540
(609) 256-4098**

5. A description of relevant education

Loyola Law School, Los Angeles
Juris Doctor

- Top 20%; Dean's Honor Roll 1995-1996, 1996-1997
- AM JUR AWARD: Advanced Negotiation Techniques (Spring 1997)
- Chief Articles Editor, Loyola of Los Angeles International & Comparative Law
- Published Article on International Pharmaceutical Smuggling
- Trial Advocacy Competition: Finalist 1995 & 1996

Washington University in St. Louis
B.A. Biology & Psychology

6. A statement describing their experience and qualifications as Public Defender, including, but not limited to: Respondent's experience defending parking tickets, Respondent's experience defending offenses in public entities with metered parking, Examples of Respondent's record of success, or significant achievements, servicing public entities.

I have served as Conflict Municipal Public Defender for both Princeton Township and Lawrence Township, providing comprehensive representation to indigent defendants in all phases of municipal proceedings. In addition, I have over a decade of private criminal defense practice and prior prosecutorial service at the municipal, superior, and federal levels.

In my private criminal defense practice and conflict public defender appointments, I have regularly represented clients charged with various traffic violations. I understand that parking violations, while seemingly minor, can have significant impacts on clients and require the same diligent advocacy as any other municipal matter.

I have a record of success and achievements in servicing public entities, as follows:

- **I have been a conflict public defender for both Princeton and Lawrence Townships.**
- **I was a prosecutor for the Los Angeles District Attorney's Office, the United States Attorney's Office for the District of New Jersey, and the Middlesex County Prosecutor's Office. I conducted over 100 jury trials during my time as prosecutor, including complex criminal matters and murders.**

7. At least four (4) municipal government references, three (3) of which must have knowledge of Respondent's municipal court and criminal law practice

Susan F. Shapiro
Court Administrator
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5042
sshapiro@princetonnj.gov

Chris Koutsouris
Municipal Prosecutor
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5042
ckoutsouris@princetonnj.gov

Amy Podolski
Court Administrator
West Windsor Court
271 Clarksville Rd.
West Windsor Township, NJ 08550
(609) 799-0915
amy.podolski@njcourts.gov

Margaret Umbro, CMCA
Township of Hopewell Municipal Court, Mercer County, NJ
201 Wash Cross Penn Road
Titusville, NJ 08560
(609) 737-1035
mumbro@hopewelltwp.org

Christopher "Kip" Bateman
Municipal Prosecutor
Municipality of Hillsborough, Montgomery, Manville, & Branchburg
DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
(908) 757-7800
prosecutor@hillsborough-nj.org

8. A statement regarding staffing, including the familiarity and location of key staff, that demonstrates the Respondent's ability to provide services in a timely fashion

I am a full-time criminal defense attorney focused on superior court and municipal court defense. I have structured my firm to deliver prompt, reliable, and continuous legal services through a carefully organized staffing model and well-established administrative systems.

I have a full-time, in-office employee who manages critical administrative functions including case management, calendaring, client communications, discovery coordination, and document preparation.

To further ensure accessibility and responsiveness, the firm employs a professional remote telephone receptionist service that answers all incoming calls both during and outside of normal business hours. This system guarantees that clients, courts, and prosecutors can reach the firm without delay, and that messages are promptly routed to the appropriate personnel.

All key staff are familiar with municipal court procedures, local rules, and the expectations of Princeton Municipal Court. The firm understands the importance of timely responsiveness and has built its practice around meeting these demands consistently.

9. A list of all immediate relatives of Principal(s) of Respondent who are municipal employees or elected officials of the Municipality. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation

NONE

10. A statement declaring whether Respondent or their business organization is now or has been involved in any bankruptcy or re-organization proceedings, or any ethics complaint, in the last ten (10) years (other than in matters for which Respondent or its business organization have served in a representative capacity). If yes, Respondent shall include a statement of explanation

NONE

11. A statement declaring whether the Respondent is interested in being considered for a position as Conflict Public Defender, should the Municipality choose to appoint one to fill in when the Public Defender has a conflict or is otherwise unable to attend a court session, in the event that the Respondent is not selected for the position of Public Defender

Currently appointed as Conflict Public Defender as needed.

12. All forms and certifications required by this Request for Proposals

Please see attached:

- **Mandatory Equal Employment Opportunity Language**
- **Political Contribution Disclosure Form**
- **Political Contribution Disclosure Form signed**
- **Business Entity Disclosure Certification**
- **Business Entity Disclosure Certification**
- **Statement of Ownership Disclosure**
- **Disclosure of Investment Activity in Iran**
- **Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**
- **Acknowledgement of Insurance Requirements**
- **Certificate of Liability Insurance**
- **State of New Jersey Business Registration Certificate**

13. Any other information that the interested Respondent deems relevant

Please see attached resume.

Thank you for considering my application. If you have any questions or concerns, please contact me at DHerring@HerringDefense.com or by phone at (609) 256-4098.

Very truly yours,



DOUGLAS HERRING
Attorney-at-Law

DOUGLAS HERRING

Criminal Defense Attorney – Municipal Public Defender



(609) 256-4098

DHerring@HerringDefense.com

Law Office of Douglas Herring
475 Wall St., Princeton, NJ 08540

Legal Memberships

**Association of Criminal
Defense Lawyers of New
Jersey**

**DUI Defense Lawyers
Association**

**National College for DUI
Defense**

**National Trial Lawyers
Association**

**Mercer County Bar
Association**

Education

**Loyola Law School
Los Angeles**

(Juris Doctor)

Dean's Honor Roll

Chief Articles Editor

**Washington University
in St. Louis**

(B.A. Biology & Psychology)

Relevant Skills

- Municipal court experience
- Litigation
- Conflict resolution
- Certified in field sobriety testing

Community Involvement

- Volunteer EMT
- Newspaper photographer

CRIMINAL DEFENSE ATTORNEY

Law Office of Douglas Herring (2014 - present)

- Represented clients in all stages of criminal proceedings, including pre-trial hearings, trial, and post-conviction.
- Conducted legal research, prepare motions, and present persuasive arguments in municipal and superior courts.
- Negotiated hundreds of plea agreements resulting in efficient case resolutions while protecting client rights.
- Maintained timely communication with clients.
- Earned 200+ five-star Google reviews.

CONFLICT MUNICIPAL PUBLIC DEFENDER

Princeton Township & Lawrence Township (2018 - present)

- Represented appointed clients in all phases of municipal proceedings, from arraignment through trial and post-resolution.
- Managed high-volume municipal dockets, ensuring cases proceeded efficiently.
- Ensured clear communication with clients for informed decision-making and understanding of legal rights.

ASSISTANT PROSECUTOR

Middlesex County Prosecutor's Office (2009 - 2014)

- Investigated, organized, and argued hundreds of cases from initial complaint through sentencing.
- Experienced with case management and negotiations.
- Conducted jury trials including homicides, assault on police officers, and complex embezzlement cases.

ASSISTANT UNITED STATES ATTORNEY

United States Attorney's Office (2008 - 2009)

- Effectively researched, investigated, and argued complex cases in Federal court.
- Conducted hearings, trials, and negotiated resolutions.

DEPUTY DISTRICT ATTORNEY

Los Angeles County District Attorney's Office (1998 - 2007)

- Organized and litigated cases in hundreds of cases in municipal court and superior court.
- Assigned to elite Gang Unit in Compton.
- Over 100 jury trials – including over 20 murders.

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**.