

**PROFESSIONAL SERVICES AGREEMENT FOR 2026 LANDFILL GAS MONITORING,
GROUNDWATER SAMPLING, AND ANNUAL INSPECTION**

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 T&M Associates, 200 Century Parkway, Suite B, Mount Laurel, New Jersey 08054 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional engineering services for the purpose of landfill gas monitoring, groundwater sampling, and annual inspection; and

WHEREAS, on November 25, 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 on January 1, 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 eighty-two thousand, six hundred twenty-five dollars and zero cents (\$82,625.00), 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

Date: _____

By: _____
Mark Freda, Mayor

Date: _____

WITNESS:

T&M ASSOCIATES

By: _____

Date: _____

By: _____
Authorized Representative

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 an 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 an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.



YOUR GOALS. OUR MISSION.

EXHIBIT B

November 25, 2025

via email: Dstockton@princetonnj.gov

Deanna Stockton, PE, CME
Municipal Engineer
Municipality of Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

Re: Proposal for Professional Services
2026 Quarterly Landfill Gas and Gas Vent Monitoring, Groundwater and Surface Water
Sampling and Annual Landfill Cap Maintenance Inspection
Princeton Sanitary Landfill – Facility ID No. 132295
River Road (Block 1503, Lots 2 & 4)
Municipality of Princeton, Mercer County, NJ 08540
T&M Proposal No. PRINOH-25011

Dear Ms. Stockton:

T&M Associates (T&M) has prepared this proposal for Environmental and Engineer Services for the Princeton Sanitary Landfill associated with the required quarterly landfill gas and gas vent monitoring, quarterly groundwater and surface water sampling, and the annual landfill cap maintenance inspection and reporting for the calendar year 2026.

The Municipality of Princeton (Municipality) is required to perform quarterly perimeter gas monitoring and groundwater sampling, as well as an annual maintenance inspection of the landfill in accordance with the landfill's Closure and Post-Closure Care Plan issued in 2003 by the New Jersey Department of Environmental Protection (NJDEP).

The Closure Plan was last modified in October 2016 by T&M to include the constructed photovoltaic generation system (solar array) that now covers a significant portion of the landfill footprint. The solar array currently provides supplemental electricity for the adjacent River Road Wastewater Treatment Plant (WWTP) owned and operated by the Stony Brook Regional Sewerage Authority (SBRSA).

SCOPE OF SERVICES

T&M has performed the perimeter gas monitoring, quarterly groundwater sampling of the existing six (6) on-site monitoring wells, and annual maintenance inspection and reporting since 2021, and proposes to continue these services in calendar year 2026. The following is the specific scope of services to be performed by T&M:



TASK 1: Quarterly Perimeter Landfill Gas Monitoring, Gas Vent Monitoring & Reporting

On a quarterly basis, T&M will conduct a gas survey at the landfill in accordance with N.J.A.C. 7:26- 2A.8(h)9. T&M will perform perimeter landfill gas monitoring at twenty (20) temporary gas sampling points (GSPs) along the perimeter of the landfill in accordance with the attached Gas Sampling Point Location plan (GSP-1 through GSP-20). A portable gas analyzer will be used to measure the subsurface concentrations of methane, carbon dioxide, oxygen, and the Lower Explosive Limit (LEL).

In addition, based on the quarterly landfill gas monitoring data since 2023, which has indicated positive methane gas concentration in GSP-9, T&M will continue to monitor quarterly and install delineation points at GSP-9 during the quarterly monitoring events when positive methane gas concentrations are recorded or at any other GSP locations which exhibit positive methane gas concentrations. T&M will also continue to monitor the eight (8) on-site landfill gas vents on a quarterly basis as requested by the NJDEP. Monitoring results will continue to be summarized and presented in the quarterly reports.

T&M personnel will attempt to conduct each quarterly monitoring event during periods of falling barometric pressure in accordance with the Department's policy. Local barometric pressure data for the time period 24 hours prior to and during the monitoring event, will be recorded, graphed, and presented in the quarterly reports submitted to the NJDEP. Within approximately 60 days after completion of the perimeter landfill gas monitoring and gas vent monitoring, a quarterly report will be prepared and submitted to the NJDEP Bureau of Solid Waste Permitting, NJDEP Compliance and Enforcement, and the Stony Brook Regional Sewerage Authority. A copy of each quarterly report will also be submitted to the Municipality.

TASK 2: Annual Landfill Cap Maintenance Inspection & Report

As required annually, T&M will visit the landfill once during the calendar year 2026, separate from the quarterly events, to conduct the engineering and maintenance inspection of the facility and landfill cap. The inspection will focus on the condition and function of the final soil cover, final cover vegetation, final cover side slopes, run-on and run-off control features, facility access controls, site conformance measures, groundwater monitoring wells, and the gas venting system.

Should any of these elements need attention, T&M will contact the Municipality to discuss potential corrective actions. Within approximately 60 days from the completion of the inspection, T&M will prepare a report summarizing our findings and recommendations, which will be submitted to the NJDEP and the Municipality.

TASK 3: Expenses

Expenses for monitoring instruments, drilling equipment, gas sampling point supplies, reproduction, mailings, and field supplies will be invoiced accordingly. T&M have estimated \$2,500 at this time for 2026.



TASK 4: Groundwater and Surface Water Monitoring Program

Pursuant to the Closure Plan and the NJPDES/DGW permit #0057312, the post-closure groundwater and surface water monitoring system consist of the existing six (6) wells and two (2) surface water monitoring points, which require monitoring on a quarterly basis.

Utilizing the assistance of a professional certified sampling technician and laboratory, T&M will collect samples from the existing six (6) on-site groundwater monitoring wells and the two (2) surface water sampling point locations on a quarterly basis (i.e., January, April, July and October) for the calendar year 2026. The professional certified sampling technician and laboratory services are included in our scope of services and are based on a standard turnaround time for the laboratory analysis.

Upon receipt, T&M will review the analytical results and compare the results to the New Jersey Pollutant Discharge Elimination System (NJPDES) Permit thresholds. A summary of the data will be presented in a quarterly report and submitted to the NJDEP for review and approval. In addition, the groundwater data from each quarterly event will be entered into the NJDEP database through the online portal. A copy of each quarterly report with summary of the results and recommendations will also be submitted to the Municipality.

SITE ACCESS COORDINATION

Coordination with NJ Clean Energy Ventures (Solar Company)

T&M currently has access to the gated/locked solar field to access monitoring locations located within the fenced area. If necessary, T&M will request assistance from the Municipality to contact and coordinate with NJ Clean Energy Ventures if site access becomes an issue.

Coordination with Princeton Police Department

The Princeton Police Department periodically utilizes the onsite rifle range for training purposes. T&M may request assistance from the Municipality to coordinate with the Police Department if access becomes an issue. We may require brief closure of the rifle range (less than 1 hour) to allow time to monitor gas sampling points in proximity of the range. Once gas monitoring is completed in the area, activity at the rifle range could safely resume.

Coordination with Stony Brook Regional Sewerage Authority (SBRSA)

T&M notes that four (4) of the twenty (20) GSPs require monitoring on the adjacent River Road WWTP owned and operated by the SBRSA. T&M will contact the SBRSA prior to each site visit to gain access to their property. T&M will contact the Municipality if further assistance is needed in this matter.



SCHEDULE AND DELIVERABLES

T&M will proceed with this project upon authorization from the Municipality. The Municipality will receive electronic copies of the annual and quarterly reports submitted to the NJDEP. T&M will provide bound reports if requested by the Municipality and NJDEP.

FEE SUMMARY

T&M will provide the scope of services described above at a fixed fee not-to-exceed **\$82,625.00** as detailed in the table below:

Task No.	Task Description	Fee
Task 1:	Quarterly Perimeter Landfill Gas Monitoring & Reporting	\$ 20,475.00
Task 2:	Annual Landfill Maintenance Inspection & Reporting	\$ 6,900.00
Task 3:	Expenses	\$ 2,500.00
Task 4:	Groundwater and Surface Water Monitoring Program	\$ 52,750.00
	Total Estimate Project Cost:	\$ 82,625.00

LIMITATIONS/EXCEPTIONS

- T&M will be provided access to the gated site during normal business hours. We will contact the Municipality if additional assistance is needed.
- T&M will contact the SBRSA directly to access monitoring points on the Authority's property. We will contact the Municipality if additional assistance is needed.
- We assume that all perimeter landfill gas sampling points can be located and sampled during our scheduled monitoring event.
- Our budgeted fee assumes the Municipality will maintain (cut/trim vegetation to the ground) along the landfill perimeter and in the general vicinity of each gas sampling point throughout the year.
- Our costs presented herein assume that the number of gas sampling points will remain constant throughout 2026. Positive concentrations of methane gas will require additional monitoring and reporting in accordance with NJDEP requirements. T&M will contact the Municipality if we anticipate costs to exceed the proposed budget.
- Property boundary, topographic, or well surveys are beyond the scope of this proposal.
- Any corrective actions required by the NJDEP associated with an exceedance of gas monitoring and/or groundwater/surface water sampling is not included in this proposal and would be provided to the Municipality in a separate proposal upon request



Quarterly Landfill Gas Monitoring and Annual Inspection for 2026
Princeton Sanitary Landfill – Facility ID No. 132295

November 25, 2025
Page 5 of 5

T&M appreciates the opportunity to submit this proposal and looks forward to continuing to work with you on this project. If you have any questions or require additional information, don't hesitate to contact us.

Best Regards,
T&M Associates

A handwritten signature in blue ink, appearing to read "Michael Heumiller".

Michael Heumiller, LSRP
Group Manager
Environmental

Copy (via email):

Robert R. Keady Jr., PE, CME, Senior Vice President, Client Leader, T&M,
Robert Fromling, LSRP – Senior Staff Environmental Scientist, T&M

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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.

EXHIBIT D

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 ther under 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 contact 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 sexual orientation, 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.