

PROFESSIONAL SERVICES AGREEMENT FOR FACILITIES PROGRAMMING AND CONCEPTUAL DESIGN FOR VARIOUS FACILITIES IN PRINCETON, NEW JERSEY

THIS AGREEMENT ("Agreement" or "agreement") is by and between THE MUNICIPALITY OF PRINCETON ("PRINCETON"), a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and USA ARCHITECTS, with offices at 20 North Doughty Ave, Somerville, New Jersey 08876 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with Facilities Programming and Conceptual Design for Various Facilities in Princeton, New Jersey; and

WHEREAS, on December 17, 2025, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

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

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

1. Scope of Services.

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

2. Contract Term.

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

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed four hundred sixty-nine thousand, nine hundred one dollars and zero cents (\$469,901.00), 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:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

USA ARCHITECTS

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 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.

EXHIBIT B



**MUNICIPALITY ^{of}
PRINCETON**

Cost to Perform the Work

**FACILITIES PROGRAMMING AND CONCEPTUAL
PLAN FOR VARIOUS FACILITIES IN
PRINCETON, NEW JERSEY**

REVISED December 17, 2025



20 North Doughty Ave.
Somerville NJ 08876
908.722.2300
usaarchitects.com

USA Architects, Planners + Interior Designers, Ltd.

Facilities Programming and Conceptual Plan for Various Municipal Facilities in Princeton, New Jersey

Architectural and Engineering Total Fees

REVISED 11/13/25

FEE SUMMARY	ARCH	ENG	COST	TOTALS
	USA Architects	CME Engineering	Skanska	
Fee for Task No. 1	\$49,350	\$13,926	\$8,780	\$72,056
Phase 1 Services				
Fee for Task No. 2	\$54,930	\$199,444	\$12,240	\$266,614
Phase 2 Services				
Fee for Task No. 3	\$3,240	\$60,432	\$3,460	\$67,132
Phase 3 Services				
Fee for Task No. 4	\$0	\$4,960	\$0	\$4,960
Goetech, Driller				
Fee for Task No. 5	\$0	\$5,000	\$0	\$5,000
Title Report				
Fee for Task No. 6	\$0	\$8,100	\$0	\$8,100
Phase 1A Arch				
Fee for Task No. 7	\$0	\$24,564	\$0	\$24,564
Bldg Eviron Testing				
Fee for Task No. 8	\$0	\$4,600	\$0	\$4,600
Test Pits				
Fee for Task No. 9	\$0	\$14,375	\$0	\$14,375
GPR Allowance				
Fee for Task No. 10	\$0	\$1,500	\$0	\$1,500
Hist Data Report				
Reimbursables	\$0	\$1,000	\$0	\$1,000
Expenses				
TOTAL FEE	\$107,520	\$337,901	\$24,480	\$469,901

Facilities Programming and Conceptual Plan for Various Municipal Facilities in Princeton, New Jersey		USA ARCHITECTS: PERSONNEL LEVEL OF EFFORT IN HOURS/FEE									
			Associate-in-Charge	Project Manager	Project Architect	Design 2	Design 1	Codes	Reimb	TOTAL HOURS/COST BY TASK	
TASK NO.	TASK DESCRIPTION	HOURLY RATE:	\$180.00	\$180.00	\$150.00	\$0.00	\$0.00	\$170.00	\$0.00		
1	Phase 1- Kick off and progress meetings, meeting minutes, visit properties & provide field reports, program meetings, draft and final program document	HOURS	48	72	180					300	
		\$ AMOUNT	\$8,640	\$12,960	\$27,000	\$0	\$0	\$0	\$750	\$49,350	
2	Phase 2- Progress meetings, minutes, develop one concept plan, develop one rendered view of building, develop written report, project coordination.	HOURS	48	72	190			24		334	
		\$ AMOUNT	\$8,640	\$12,960	\$28,500	\$0	\$0	\$4,080	\$750	\$54,930	
3	Phase 3- Sizing of utility connections to serve the property.	HOURS	0	8	12					20	
		\$ AMOUNT	\$0	\$1,440	\$1,800	\$0	\$0	\$0	\$0	\$3,240	
4		HOURS								0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS								0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS								0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS								0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTALS		HOURS	96	152	382	0	0	24		654	
		\$ AMOUNT	\$17,280	\$27,360	\$57,300	\$0	\$0	\$4,080	\$1,500	\$107,520	

FEE SUMMARY

Fee for Task No.1

ARCH

ENG

TOTALS

\$49,350

\$0

\$49,350

Fee for Task No.2

\$54,930

\$0

\$54,930

Fee for Task No.3

\$3,240

\$0

\$3,240

Fee for Task No 4

\$0

\$0

\$0

Fee for Task No 5

\$0

\$0

\$0

Not Used

\$0

\$0

\$0

Not Used

\$0

\$0

\$0

TOTAL FEE

\$107,520

\$0

\$107,520

Facilities Programming and Conceptual Plan for Various Municipal Facilities in Princeton, New Jersey													
CME Associates: Personnel Level of Effort in Hours/fee													
		Title	Senior Leadership	Project Manager	Senior Professional Engineer	Professional Engineer	Engineer	CADD Technician	Survey Manager	Party Chief	Survey Technician	Support Staff	Total Hours/ Cost by Task
Phase No.	Phase Description	Hourly Rate:	\$212.00	\$209.00	\$205.00	\$195.00	\$161.00	\$150.00	\$178.00	\$160.00	\$118.00	\$113.00	
1	STAKEHOLDER ENGAGEMENT AND COORDINATION (MEETINGS)	Hours	40	0	0	0	0	0	0	0	0	0	2 42
		\$ Amount	\$8,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$226	\$8,706
	STAKEHOLDER ENGAGEMENT AND COORDINATION (MOMS, AGENDAS, PRESENTATION MATERIAL)	Hours	0	0	0	0	24	0	0	0	0	12	36
		\$ Amount	\$0	\$0	\$0	\$0	\$3,864	\$0	\$0	\$0	\$0	\$1,356	\$5,220
		Subtotal Phase 1	\$8,480	\$0	\$0	\$0	\$3,864	\$0	\$0	\$0	\$0	\$1,582	\$13,926
2	WETLANDS DELINEATION AND LOI	Hours	2	0	0	56	56	40	12	60	60	0	286
		\$ Amount	\$424	\$0	\$0	\$10,920	\$9,016	\$6,000	\$2,136	\$9,600	\$7,080	\$0	\$45,176
	EVALUATION OF SITE CHARACTERISTICS (GEOTECH)	Hours	2	0	52	0	0	0	0	0	0	0	54
		\$ Amount	\$424	\$0	\$10,660	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,084
	EVALUATION OF ENVIRONMENTAL CONSTRAINTS AND PERMIT REQUIREMENTS	Hours	0	4	0	40	36	0	0	0	0	0	80
		\$ Amount	\$0	\$836	\$0	\$7,800	\$5,796	\$0	\$0	\$0	\$0	\$0	\$14,432
	BOUNDARY SURVEY & TITLE REPORT	Hours	6	0	0	0	0	128	32	180	60	0	406
		\$ Amount	\$1,272	\$0	\$0	\$0	\$0	\$19,200	\$5,696	\$28,800	\$7,080	\$0	\$62,048
	WETLANDS DELINEATION AND SURVEY, LOT 3	Hours	0	0	0	0	0	0	0	0	0	0	0
		\$ Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	PRELIMINARY ASSESSMENT REPORT	Hours	2	6	0	0	50	0	0	0	0	0	58
		\$ Amount	\$424	\$1,254	\$0	\$0	\$8,050	\$0	\$0	\$0	\$0	\$0	\$9,728
	CONCEPTUAL LAYOUT	Hours	6	24	0	0	100	24	0	0	0	0	154
		\$ Amount	\$1,272	\$5,016	\$0	\$0	\$16,100	\$3,600	\$0	\$0	\$0	\$0	\$25,988
	ASSESSMENT REPORT (INCLUSIVE OF COST ESTIMATE AND FINAL DESIGN SCHEDULE)	Hours	2	16	0	24	140	0	0	0	0	0	182
		\$ Amount	\$424	\$3,344	\$0	\$4,680	\$22,540	\$0	\$0	\$0	\$0	\$0	\$30,988
		Subtotal Phase 2	\$4,240	\$10,450	\$10,660	\$23,400	\$61,502	\$28,800	\$7,832	\$38,400	\$14,160	\$0	\$199,444
	WATER	Hours	2	8	12	16	24	0	0	0	0	0	62
		\$ Amount	\$424	\$1,672	\$2,460	\$3,120	\$3,864	\$0	\$0	\$0	\$0	\$0	\$11,540
	SANITARY SEWER	Hours	2	8	16	24	32	0	0	0	0	0	82
		\$ Amount	\$424	\$1,672	\$3,280	\$4,680	\$5,152	\$0	\$0	\$0	\$0	\$0	\$15,208
	GAS	Hours	0	4	0	12	16	0	0	0	0	0	32
		\$ Amount	\$0	\$836	\$0	\$2,340	\$2,576	\$0	\$0	\$0	\$0	\$0	\$5,752
	ELECTRIC	Hours	2	12	24	0	40	0	0	0	0	0	78
		\$ Amount	\$424	\$2,508	\$4,920	\$0	\$6,440	\$0	\$0	\$0	\$0	\$0	\$14,292
	ASSESSMENT REPORT	Hours	4	8	0	24	40	0	0	0	0	0	76
		\$ Amount	\$848	\$1,672	\$0	\$4,680	\$6,440	\$0	\$0	\$0	\$0	\$0	\$13,640
		Subtotal Phase 3	\$2,120	\$8,360	\$10,660	\$14,820	\$24,472	\$0	\$0	\$0	\$0	\$0	\$60,432
TOTALS		Hours	70	90	104	196	558	192	44	240	120	14	1628
		\$ Amount	\$14,840	\$18,810	\$21,320	\$38,220	\$89,838	\$28,800	\$7,832	\$38,400	\$14,160	\$1,582	\$273,802

FEES SUMMARY	ARCH	ENG	TOTALS
FEE FOR PHASE NO. 1	\$0.00	\$13,926.00	\$13,926
FEE FOR PHASE NO. 2	\$0.00	\$199,444.00	\$199,444
FEE FOR PHASE NO. 3	\$0.00	\$60,432.00	\$60,432
SUB CONTRACTOR (GEOTECH - DRILLER)	\$0.00	\$4,960.00	\$4,960
SUB CONTRACTOR (TITLE REPORT)	\$0.00	\$5,000.00	\$5,000
SUB CONTRACTOR (PH 1A ARCH)	\$0.00	\$8,100.00	\$8,100
SUB CONTRACTOR (BLDG ENVIRONMENTAL TESTING)	\$0.00	\$24,564.00	\$24,564
SUB CONTRACTOR (TEST PITS)	\$0.00	\$4,600.00	\$4,600
SUB CONTRACTOR (GPR - 5 DAYS ALLOWANCE)	\$0.00	\$14,375.00	\$14,375
REIMBURSABLE EXPENSES (HISTORICAL DATA REPORT)	\$0.00	\$1,500	\$1,500
REIMBURSABLE EXPENSES (PRINTING, MILEAGE)	\$0.00	\$1,000	\$1,000
TOTAL FEE	\$0.00	\$337,901	\$337,901

Facilities Programming and Conceptual Plan for Various Municipal Facilities in Princeton, New Jersey		CONSULTANT NAME: PERSONNEL LEVEL OF EFFORT IN HOURS/FEE												
			Engineering Director	Sr. Project Manager	Mechanical Engineer II	Sr. Electrical Engineer	Sr. Plumb / FP Engineer	Associate Engineer MEPFP	Cost Estimating PX	Cost Estimating Estimator		TBD	TOTAL HOURS/COST BY TASK	
TASK NO.	TASK DESCRIPTION	HOURLY RATE:	\$225.00	\$185.00	\$155.00	\$185.00	\$185.00	\$95.00	\$210.00	\$190.00		\$0.00		
		EMPLOYEE:	JAM	SLE					Gary W.	Jim Lane				
1	Phase 1 - Programming	HOURS	0	0	0	0	0	0	2	44			46	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$420	\$8,360	\$0	\$0	\$8,780	
2	Phase 2 - Concept	HOURS	0	0	0	0	0	0	4	60			64	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$840	\$11,400	\$0	\$0	\$12,240	
3	Phase 3 - Site Utilities	HOURS	0	0	0	0	0	0	2	16			18	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$420	\$3,040	\$0	\$0	\$3,460	
4		HOURS	0	0	0	0	0	0					0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS											0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS											0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS											0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS											0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		HOURS											0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTALS		HOURS	0	0	0	0	0						0	
		\$ AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$1,680	\$22,800	\$0	\$0	\$24,480	

FEE SUMMARY	ARCH	ENG	TOTALS
Fee for Task No.1	\$0	\$8,780	\$8,780
Fee for Task No.2	\$0	\$12,240	\$12,240
Fee for Task No.3	\$0	\$3,460	\$3,460
Fee for Task No.4	\$0	\$0	\$0
Fee for Task No.5	\$0	\$0	\$0
Not Used	\$0	\$0	\$0
Not Used	\$0	\$0	\$0
TOTAL FEE	\$0	\$24,480	\$24,480

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.