

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Assistant Municipal Attorney



Date: April 3, 2014

**Re: Princeton Sewer Operating Committee: Inspection Services for Sanitary Sewer
Capital Construction Projects**

Robert A. Hough, PE, Director of Infrastructure and Operations recommends that Van Cleef Engineering Associates be retained to provide construction observation and inspection services for projects undertaken by the Princeton Sewer Operating Committee.

To this end, I have prepared and attach hereto a proposed resolution and professional services agreement.

We would appreciate your considering this request as a part of your agenda on April 7, 2014.

EWS:kaj

cc: Robert W. Bruschi, Administrator
Kathryn Monzo, Assistant Administrator
Linda S. McDermott, Clerk
Robert V. Kiser, Municipal Engineer
Robert A. Hough, Director of Infrastructure and Operations

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, there exists a need for professional engineering services to assist the Princeton Sewer Operating Committee with construction observation and inspection services for the Committee's various capital projects; and

WHEREAS, the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* requires that a resolution authorizing the award of a contract for "professional services" without competitive bidding and the contract itself must be available for public inspection.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a professional services agreement with Van Cleef Engineering Associates, 4 AAA Drive, Suite 103, Hamilton, New Jersey, 08691 to provide observation and inspection engineering services to the Princeton Sewer Operating Committee. The professional services agreement authorized by this resolution is on file in the office of the municipal clerk and may be inspected during regular office hours.

2. This contract is being awarded without competitive bidding as a "professional service" contract in accordance with the provisions of *N.J.S.A. 40A:11-5(1)(a)* of the New Jersey Local Public Contracts Law, for services to be performed by a person authorized by law to practice a recognized profession that is by law regulated.

3. A notice of this action shall be published in the Princeton Packet as required by law within 10 days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 7th day of April, 2014.

Linda S. McDermott, Clerk
Princeton

2014

PSOC CAPITAL PROJECT ENGINEERING INSPECTION

AGREEMENT

This agreement made this 7th day of April 2014 between Princeton, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and Van Cleef Engineering Associates, 4 AAA Drive, Suite 103, Hamilton, New Jersey 08691 (hereinafter referred to as "**CONSULTANT**").

WITNESS

WHEREAS, PRINCETON, on behalf of the Princeton Sewer Operating Committee ("**PSOC**") requires engineering observation and inspection services for the various construction projects undertaken by PSOC; and

WHEREAS, PRINCETON has adopted a resolution pursuant to the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* authorizing the award of a contract for professional services without competitive bidding to the **CONSULTANT** as permitted by law.

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

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2014 to undertake various observation and inspection engineering services on behalf of the PSOC for the various PSOC capital construction projects undertaken.
2. The **CONSULTANT** agrees to undertake and complete the observation and inspection engineering services as specifically requested by **PRINCETON** through the PSOC.
3. All work to be undertaken by the **CONSULTANT** pursuant to this agreement shall be overseen by and coordinated with the **PRINCETON** Director of Infrastructure and Operations or his or her designee.

4. The **CONSULTANT** agrees to bill **PRINCETON** for said engineering services in accordance with the April 2, 2014 **CONSULTANT** proposal including the billing rates set forth therein attached hereto as Exhibit "A" and made a part hereof.

5. **PRINCETON** and **CONSULTANT** hereby incorporate into this contract the mandatory affirmative action language as set forth on Exhibit "B" attached hereto.

6. The **CONSULTANT** agrees to furnish to **PRINCETON's** Chief Financial Officer its New Jersey Business Registration Certificate as required by P.L. 2004 Chapter 57 of the Laws of the State of New Jersey (see Exhibit "C").

7. The **CONSULTANT** shall adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A. 19:44A-20.1 et seq.* as per attached Exhibit "D".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and date first written above.

ATTEST:

Linda S. McDermott, Clerk

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Liz Lempert, Mayor

VAN CLEEF ENGINEERING ASSOCIATES

By: _____
Herbert J. Seeburger, Jr., P.E., C.M.E.

EXHIBIT "A"



Since 1972 • Consulting Civil, Environmental & Municipal Engineering
Land Surveying • Professional Planning • Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E. & P.P.
Robert B. Heibell, P.E., L.S. & P.P.
Daniel A. Nagy, L.S. & P.P.
Samuel D. Costanzo, P.E. & P.P.

April 2, 2014

Mr. Robert Hough, PE
Princeton Sewer Operating Committee
PO Box 390
Princeton, New Jersey 08542

Re: Inspection Services for Sanitary Sewer Construction
Year 2014 Municipal Projects
Princeton Borough, Mercer County, New Jersey
VCEA File No. P14-01-PT

Dear Mr. Hough:

Please consider this Van Cleef Engineering Associates' (VCEA) cost proposal to provide construction observation services to Princeton Sewer Operating Committee. The hourly rates to be used for this contract in 2014 shall be as follows:

Hourly Rate	
Senior Construction Observer	\$86.00/hour
Overtime Rate	
Senior Construction Observer	\$86.00/hour
Transportation Rate	Included

I propose that Mr. Joseph Catana be the primary inspector for the basis of this proposal. VCEA maintains a full staff of construction inspector to cover additional projects or vacation/sick days as needed. Should you have any questions please feel free to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Herb Seeburger", written over a horizontal line.

Herbert J. Seeburger, Jr., PE, CME
For the Firm

Enclosures

Please Reply To:

SOUTHCENTRAL NJ OFFICE • 4 AAA Drive • Suite 103 • Hamilton NJ 08691 • 609.689.1100 • Fax: 609.689.1120

With Other Offices In:

Hillsborough NJ • Lebanon NJ • Phillipsburg NJ • Freehold NJ • Doylestown PA • Bethlehem PA • Wyomissing PA • Newark DE

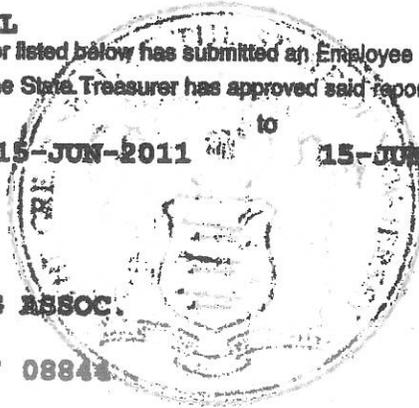
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT ³²⁹⁸

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2011 to 15-JUN-2014



**VAN CLEEF ENGINEERING ASSOC.
32 BROWER LANE
HILLSBOROUGH NJ 08841**


Andrew P. Sidamon-Eristoff
State Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Cristin Durkin	
James A Connors Associates Inc.		PHONE (A/C, No, Ext): (973) 539-9300	FAX (A/C, No): (973) 605-1293
225 Madison Avenue		E-MAIL ADDRESS: cdurkin@jamesaconnors.com	
P.O. Box 336		PRODUCER CUSTOMER ID #: 00022381	
Morristown NJ 07963-0336		INSURER(S) AFFORDING COVERAGE	
INSURED		NAIC #	
Van Cleef Engineering Associates LLC		INSURER A: Valley Forge Ins. Co.	20508
32 Brower Lane		INSURER B: Citizens Insurance Company	31534
PO Box 5877		INSURER C: Transportation Insurance Compa	20494
Hillsborough NJ 08844		INSURER D: Transportation Insurance Co.	20494
		INSURER E: Continental Casualty. Co.	20443
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1342909412 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2095994823	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			ABY815233900	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4015530866	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2076232370	12/30/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability (including Pollution)			AEH008222898	5/1/2013	5/1/2014	\$5,000,000 Aggregate Ded: \$100,000 \$5,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Connors, Jr./DURKIN

02/27/13

Taxpayer Identification# 222-939-230/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fuscone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON, N J 08646-0252
TAXPAYER NAME: VAN CLEEF ENGINEERING ASSOCIATES, LLC	TRADE NAME:	
ADDRESS: 32 BROWER LANE HILLSBOROUGH NJ 08844-1270	SEQUENCE NUMBER: 1491848	
EFFECTIVE DATE: 06/08/09	ISSUANCE DATE: 02/27/13	
FORM-BRC	 Director New Jersey Division of Revenue	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

State of New Jersey

Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

VAN CLEEF ENGINEERING ASSOCIATES, LLC
32 BROWER LANE
Hillsborough NJ 08844-1270

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Engineering & Land Surveying

12/22/2006

Person in Responsible Charge

CORNELIUS VANCLEEF

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprt.pdf>

Date: March 19, 2013

Certificate No. 24GA28132300

Expiration Date: 08/31/2014



Acting Executive Director

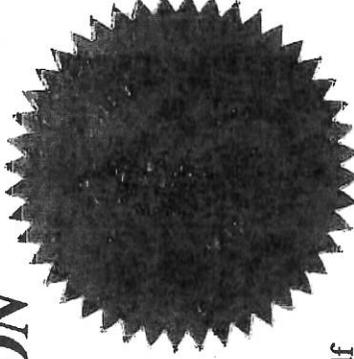


EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to Princeton (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

During performance of this contract, the contractor agrees as follows:

A. 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 all 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.

B. 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.

C. 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.

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. 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.

G. 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;

H. 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, 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.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from Princeton of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the 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.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, 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

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or 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, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform 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 for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.