

**Resolution of the Demarest Governing Body**

**Resolution No. 013-26**

**January 5, 2026**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Slowikowski	✓		✓			
Carmeli			✓			
Collins			✓			
Fox		✓	✓			
Marks			✓			
Reiss			✓			

**TITLE: AUTHORIZE ANNUAL CDL RANDOM ALCOHOL AND DRUG TESTING PROGRAM – 2026**

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**WHEREAS**, the Federal law (Omnibus Transportation Employee Testing Act, Title V of P. L. 102-143) requires all transportation-related employers to perform mandatory drug and alcohol testing. Employees affected are those holding a valid CDL and who drive, as part of their work, certain sized vehicles; and

**WHEREAS**, States and municipalities are considered employers under the Federal law and drivers that meet these criteria are subject to the testing requirements; and

**WHEREAS**, the Federal policy for CDL holders requires pre-employment, post-accident, reasonable suspicion, random, and return-to-work drug testing; and

**WHEREAS**, Valley Health System, 223 North Van Dien Ave, Ridgewood, New Jersey 07450 has submitted a proposal dated December 12, 2025 for the provision of said services for the calendar year 2026 including the State mandated Business Registration; and

**WHEREAS**, the total cost for said services is not anticipated to exceed either the Pay-to-Play (P.L. 2005 c. 271) threshold and/or the State Bid threshold during calendar year 2026; and

**WHEREAS**, the Borough Administrator has recommended the Borough of Demarest enter into a contract for the calendar year 2026 with Valley Medical Group for the provision of these services and additional related services, as may be needed; and

**NOW, THEREFORE BE IT RESOLVED** that the Governing Body of the Borough of Demarest does authorize the Borough Administrator to authorize a contract on behalf of the Borough of Demarest.

**APPROVED:**

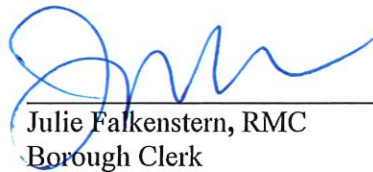


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Mayor Brian Bernstein

**CERTIFICATION**

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 5, 2026



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Julie Falkenstern, RMC  
Borough Clerk



**ALCOHOL AND DRUG TESTING SERVICES**

Please complete the information below.

Client Name: Borough of Demarest

Client Address: 118 Serpentine Rd Demarest NJ 07627

Client Contact Person: Jason Gangi

Client Phone: 201-660-4529

Client Email: jgangi@demarestnj.gov

Check this box if Client is a public entity:

Valley Health System, Inc. ("Valley") provides alcohol and drug testing services to support workplace alcohol drug testing programs and policies. In consideration of the mutual covenants and promises set forth below, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

Client and Valley agree to the Terms and Conditions appended to this Service Agreement. By signing below, the undersigned confirm that they were provided such Terms and Conditions prior to execution of this Service Agreement.

BY CLIENT

BY VALLEY HEALTH SYSTEM, INC.

Attn: Occupational Health  
1400 MacArthur Boulevard  
Mahwah, New Jersey 07430

Name Printed: Julie Falkenstein Name Printed: \_\_\_\_\_

Signature: [Signature] Signature: \_\_\_\_\_

Title: Borough Administrator Title: \_\_\_\_\_

Date: 1/6/26 Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Services.** Valley will offer the following services ("Services") to Client upon request: (1) alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing; (2) drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results; and (3) DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements. Valley will make available to Client, at location(s) of Client's choosing, and at reasonable expense to Client for copying and shipping charges, all records related to alcohol and drug testing performed by Valley for Client, except records containing confidential medical information, within two business days of notification by Client of such request.

2. **Valley Facilities and Staff.** Valley will maintain facilities and personnel adequate to the performance of Services.

3. **Release of Results.** To the extent the Services include test results, Valley may release individual test or exam results to Client or its agents, to any third party for whom the tested individual provides written authorization, or to any third party to whom Valley is required to make such release pursuant to a court order or valid subpoena. Except as noted elsewhere in this Agreement, Client may release individual test results to Client or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom Client is required to make such release pursuant to a court order or valid subpoena. Valley will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by Valley to Client: (1) FIVE YEARS: Alcohol tests > 0.02, positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable, medical explanations of inability to provide specimens, calibration documentation for EBTs, and substance abuse professional evaluations & related information; (2) TWO YEARS: Supervisory training BAT and drug screen collector training/certification, logbooks for drug and alcohol testing, if used, random selection records, agreement for testing (e.g., collection, laboratory, MRO, consortium); and (3) ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results. Valley will make available to Client, at location(s) of Client's choosing, and at reasonable expense to Client for copying and shipping charges, all records related to alcohol and drug testing performed by Valley for Client, except records containing confidential medical information, within two business days of notification by Client of such request. Reporting of results to Client by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first-class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

#### 4. **Client Responsibilities.**

- a. Client will provide Valley with its most recent applicable alcohol and/or drug testing policies.
- b. Client will provide Valley with an updated drivers list, if applicable, on a quarterly basis or upon request.
- c. Client will designate a representative and an alternate to whom the Valley will report test results and discuss or report other information.

d. Client will notify Valley of any responsibilities with regard to the Client's Employee Assistance Program as it relates to alcohol and drug testing.

e. Client represents that the means of obtaining results from the Valley (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to Client officials with a business need for the information only.

f. Client authorizes Valley to request specific information or upon prior consultation with and approval by Client to order additional tests as necessary or appropriate related to tests performed for Client; Client agrees to pay for additional costs and charges related to such information requests or additional testing performed.

g. Client acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Client representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

h. Client acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by Valley do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

i. The parties understand and agree that Valley does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that Client has sole responsibility for all such decisions. Valley shall not be responsible for any damages resulting from acts or omissions of the Client under the Client's substance abuse policy.

5. **Term.** This Service Agreement shall commence on April 1, 2026, and shall continue for a period of one year, unless sooner terminated as provided herein ("Term"). The Agreement will automatically renew for additional term of one year unless, within 7 days of the end of the present Term, either Party gives notice that it does not intend to renew. Either Party shall have the right to terminate any of the Services of this Service Agreement, or terminate this Service Agreement in its entirety, at any time, with or without cause, upon 30 days' prior written notice to the other Party. No termination of this Service Agreement shall affect (i) any rights or liabilities that arose or accrued prior to the date of termination or (ii) any obligations that by their terms or nature must extend beyond the date of termination to be effective.

6. **Prices.** Fees for services provided by Valley to Client will be in accordance with the Fee Schedule hereby incorporated into this Agreement by attachment at Exhibit A. The price for the Services will not change unless Valley notifies Client in writing with 30 days' notice of a price change. If Client provides notice it does not agree to the new price, Valley, at its sole discretion, may continue to provide agreed upon services at the then-current price, or either party may elect, through notice to the other party, to discontinue the affected Service on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Service Agreement.

7. **Invoicing and Payment.** Valley or a Valley affiliate (defined to include The Valley Hospital, Inc., Valley Physician Services, Inc., and Valley Physician Services, P.C.) shall invoice Client for the Services. Client agrees to pay such invoices within thirty (30) days of receipt. Only the Services listed in this Service Agreement will be performed. Should Client request additional services, Client shall be billed at Valley's usual and customary fees for services rendered, or as otherwise agreed by the Parties. If a minimum number is noted for a particular Service, Client will be charged for the minimum if participation falls below the minimum. Past due balances of 60 days or greater are subject to a late fee of 1.5% of the past due balance. Valley shall charge a \$25 fee on all returned checks or insufficient funds.

8. **Assignment.** Neither Party shall have the right to assign this Service Agreement nor any of its rights or obligations hereunder without the prior written consent of the other Party, except that Valley may perform the Services through an affiliate such as Valley Medical Group. Any attempted or purported assignment shall be null and void and of no effect.

9. **Public Entity.** If Client is a public entity and has designated itself as such on the first page of this Service Agreement, then this paragraph shall apply. Client and Provider agree to abide by the terms of the Equal Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

10. **Use of Name.** Except as expressly set forth in this Service Agreement, neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party without the prior written consent of the other party as to each such use.

11. **Indemnification.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other Party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Service Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination.

12. **Insurance.** Valley shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring Valley against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by Valley, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. Client shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the Client against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the Client, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. Client shall provide evidence of such coverage to Valley.

13. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, OR MATTERS COVERED BY INSURANCE, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF FEES OWED OR PAID BY CLIENT PURSUANT TO THIS SERVICE AGREEMENT. THIS PARAGRAPH SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

14. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

15. **Independent Contractor.** The parties hereby agree that their relationship is that of independent contractors and that nothing in this Service Agreement shall create or be deemed to create a partnership, principal/agent or employee relationship.

16. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Service Agreement and that there are no third-party beneficiaries to this Service Agreement.

17. **Governing Law and Dispute Resolution.** This Service Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation relating to this Service Agreement.

18. **Amendment and Waiver.** No consent or waiver, express or implied by any Party to the breach hereof shall be deemed or construed to be a consent or waiver to the breach hereof at any other time. No failure or delay of any Party in enforcing any remedy for default hereunder shall constitute a waiver of that Party's right to enforce such remedy. This Service Agreement may not be changed or modified except by a writing signed by all Parties.

19. **Authority to Bind.** Each Party represents and warrants that it has authority to undertake the obligations stated herein and that the persons signing this Service Agreement on behalf of such party has authority to bind such party to the obligations stated herein.

20. **Entire Agreement.** This Service Agreement and attachments hereto, all of which are hereby incorporated by reference herein, contain the entire Agreement between the parties, and supersedes any and all prior agreements, understandings or arrangements, whether oral or written. The headings set forth in this Service Agreement are inserted solely for the convenience of the parties. They shall not be used to amend, modify or expand the express language of this Service Agreement.

21. **Counterparts.** This Service Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties.

22. **Binding Nature.** This Service Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, heirs and legal representatives.

23. **Severability.** If any provision of this Service Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Service Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

24. **Notices.** Notices required or permitted to be given under this Service Agreement shall be in writing and shall be sent by email, certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the addresses of the parties written on the front page of this Service Agreement, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first.

25. **Force Majeure.** Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Service Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.

26. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same. Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

**EXHIBIT A**  
**FEE SCHEDULE**

**\$300.00 Annual Administrative to include:**

- Required Blind Specimen Designation.
- Required Certified MRO Services.
- Biannual Compliance Reports

Charge also includes periodic random selection of employees, (50% UDS per year, 25% BAT per year) all MRO services, Record back-up, semi-annual laboratory reports and Hot-Line number for Post Accident On-Site Services when available. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

**BUNDLED PRICES FOR SERVICES**

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

CLIENT agrees to pay VALLEY \$ 98.00 per onsite DOT drug test (UDS) performed at client's location.

CLIENT agrees to pay VALLEY \$ 94.00 per onsite Non-DOT drug test (UDS) performed at client's location.

CLIENT agrees to pay VALLEY \$ 60.00 per DOT alcohol test (BAT) performed at client's location.

CLIENT agrees to pay VALLEY \$ 60.00 per Non-DOT alcohol test (BAT) performed at client's location.

CLIENT agrees to pay VALLEY \$ 150.00 per DOT physical.

CLIENT agrees to pay VALLEY \$ 250.00 per Split Sample test.

CLIENT agrees to pay VALLEY \$ 300.00 per Post Accident On- Site service if provided.

## EXHIBIT B

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**THIS EXHIBIT A IS APPLICABLE ONLY IF CLIENT IS A PUBLIC ENTITY AND HAS DESIGNATED ITSELF AS SUCH ON THE FIRST PAGE OF THIS SERVICE AGREEMENT.**

**IF CLIENT IS NOT A PUBLIC ENTITY OR HAS NOT DESIGNATED ITSELF AS SUCH ON THE FIRST PAGE OF THIS SERVICE AGREEMENT, THEN THIS EXHIBIT A IS VOID AND INAPPLICABLE.**

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### EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

#### NON-DISCRIMINATION

Provider (referred to herein as "Contractor") and Client agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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 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:

- o Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- o A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- o An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & 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 & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**