Goods and Services
Bid Specifications
&
General Requirements
For

FALL ATHLETIC SUPPLIES AND CLOTHING

Bid No 01-20

Thursday, March 26, 2020
Bid Opening Date

11:00 a.m.
Bid Opening Time

David Pawlowski
School Business Administrator/Board Secretary
REQUEST FOR BIDS

Bid Advertisement


Bid No. 01-20 Fall Athletic Supplies and Clothing

All necessary bid specifications and bid forms may be secured upon written request to:

David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education
PO Box 181
Monmouth Junction, New Jersey 08852
E mail: david.pawlowski@sbschools.org

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary of South Brunswick Board of Education on or before date and time indicated below. The envelope to bear the following information:

Title: Fall Athletic Supplies and Clothing
Bid No. 01-20
Name and Address of the Bidder
Bid Date: Thursday, March 26, 2020
Bid Opening Time: 11:00 am

Location of Bid Opening:

South Brunswick Board of Education, Board Offices
231 Blackhorse Road
Monmouth Junction, New Jersey 08852

The bid opening process will begin on the above advertised date and time at the South Brunswick Board of Education, 231 Blackhorse Road, Monmouth Junction, New Jersey 08852. Bids may also be submitted to the School Business Administrator/Board Secretary or his designee at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all bids. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

The Board of Education does not accept electronic (e-mail) submission of bids.
“Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.”

Each bid shall be accompanied by a bid bond, cashier’s check or certified check made payable to the South Brunswick Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed $20,000.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be submitted with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

Reminder!
BIDS ARE TO BE SUBMITTED TO:

David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education

In person: 231 Blackhorse Lane
Monmouth Junction, New Jersey 08852

By Mail: PO Box 181
Monmouth Junction, New Jersey 08852

David Pawlowski
School Business Administrator/Board Secretary
ETHICS IN PURCHASING
Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or to any member of the official’s or employee’s immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.
SOUTH BRUNSWICK BOARD OF EDUCATION

ADVISORY INFORMATION FOR BIDDERS

PROMPTNESS OF BID SUBMITTAL
It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised bid date and time. The advertised bid date and time for this bid is on Thursday, March 26, 2020 @ 11:00 a.m. No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar. Access to the Business Office may be delayed because of security clearance and/or the slowness of the elevator to the third floor of the Administration Building. Bidders may also submit bids to the School Business Administrator/Board Secretary or his designee at the bid opening meeting, prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

PARKING
Parking in the vicinity of the Board of Education Administration Building at 231 Blackhorse Lane, Monmouth Junction, New Jersey 08852, is at a premium. Allow enough time to locate a parking space.

MAIL
Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30 a.m. A reminder that all bids mailed should be mailed to the following address: South Brunswick Board of Education, PO Box 181, Monmouth Junction, New Jersey 08852.

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES
Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the Business Office on the top floor because of security clearance and/or the slowness of the elevator to the Third Floor of the Administration Building.

HAND DELIVER BIDS – SUGGESTED PRACTICE
Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Office of the School Business Administrator/Board Secretary, and personally turn it in to the Office before the advertised date and time. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened or considered. All bids to be delivered in person are to be brought to South Brunswick Board of Education, Office of the School Business Administrator, 231 Blackhorse Road, Monmouth Junction, New Jersey 08852.
A. **Documents to be Returned with Bid**

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Assurance of Compliance Statement
4. Bid Guarantee (Bid Bond, Cashier’s Check, or Certified Check) *(Only if Required)*
5. Bid Proposal Form
6. Bidder Comment Form – Optional
8. Chapter 271 Political Contribution Disclosure Form
9. Contractor/Vendor Questionnaire / Certification
10. Iran - Disclosure of Investment Activities
11. Non-Collusion Affidavit
12. Statement of Ownership

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. **Reminder Checklist**

As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>1. Have you verified your pricing to ensure accuracy?</td>
<td></td>
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<tr>
<td>2. Have you answered question fully and accurately?</td>
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<tr>
<td>3. Have you signed all your documents <em>(blue ink)</em>? No facsimile signature.</td>
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<tr>
<td>4. Have you prepared all documents for submission?</td>
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<tr>
<td>5. Did you make a copy of the bid package for your records?</td>
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<tr>
<td>6. Did you submit a Bid Guarantee? Consent of Surety? <em>(Only if required)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Did you correctly address the envelope?</td>
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<tr>
<td>8. Have you allowed ample time for the bid to reach the Business Office?</td>
<td></td>
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</tr>
</tbody>
</table>
GENERAL SPECIFICATIONS

David Pawlowski
School Business Administrator/Board Secretary
INSTRUCTIONS TO BIDDERS

1. **BIDS ARE TO BE SUBMITTED TO:**
   
   David Pawlowski  
   School Business Administrator/Board Secretary  
   South Brunswick Board of Education

   **In person:** 231 Blackhorse Lane  
   Monmouth Junction, New Jersey 08852

   **By Mail:** PO Box 181  
   Monmouth Junction, New Jersey 08852

   **BY:** 11:00 a.m. PREVAILING TIME ON: **Thursday, March 26, 2020**

   by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

2. Bids must be placed in a sealed envelope/package, clearly marked with the **Fall Athletic Supplies and Clothing** on the front of the envelope/package.

   District: **South Brunswick Board of Education**  
   Bid No.: **01-20**  
   Project: **Fall Athletic Supplies and Clothing**  
   Bid Date: **Thursday, March 26, 2020**  
   Bid Time: **11:00 a.m.**  
   Bidder:  
   Name of Company  
   Address  
   City, State Zip

3. The Board of Education does not accept electronic (e-mail) submission of bids. Failure to properly label the bid envelope may lead to the rejection of the bid.

4. **BID OPENING MEETING**

   All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary opened in the South Brunswick Board of Education Office, 231 Blackhorse Road, Monmouth Junction, New Jersey 08852 and read beginning at **11:00 a.m.** on **Thursday, March 26, 2020**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the School Business Administrator/Board Secretary prior to the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))
5. AFFIRMATIVE ACTION REQUIREMENTS

Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for $150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

State Treasurer

All respondents are urged to submit with their response, a copy of their firm’s Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the execution or award of contract will result in the rejection of the bid/proposal.
6. **ALTERNATIVE DISPUTE RESOLUTION PROCESS**

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator’s fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

7. **AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

8. **ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING—CONTRACTED SERVICE**

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board’s Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

9. **ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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 the contracting public agency, 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 the contracting public agency, 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 the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).


Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

A. **Bid Guarantee**

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten percent (10%) of the amount of the total contract, but not in excess of $20,000. This guarantee shall be made payable to the South Brunswick Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education. The bid number assigned to this bid shall be included on the bid bond, cashiers or certified check.

The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

*Please note: Uncertified business checks, personal checks or money orders are not acceptable.*

All bid bonds submitted, must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board. The bid guarantee shall include the bid number or solicitation number assigned by the board of education.
The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The bid number assigned to this bid shall be included on the bid bond, cashier's or certified check. The board will not accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety NOT REQUIRED

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of bid.

C. Performance Bond NOT REQUIRED

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the South Brunswick Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.
The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished, and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

11. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Board of Education.

12. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

13. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged fill out and complete all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.
14. **BIDDER COMMENT SHEET**

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may not be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Architect or School Business Administrator/Board Secretary through the question process outlined in the Instructions to Bidders.

15. **BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL**

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid envelope not properly labeled and sealed.

16. **BRAND NAME OR EQUIVALENT**

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the bidder desires to bid an equivalent item the bidder shall do the following:

a. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.

b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.

c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.

d. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.

e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

*Please note:* Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

17. **BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44, the board of education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.
Request of the Board of Education
All bidders or companies providing responses for requested proposals, are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

Subcontractors
Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).
Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) 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.
(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the School Business Administrator/Board Secretary no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

19. COMPLIANCE WITH ALL LAWS -- Where applicable

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen’s Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.
20. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

21. CONTRACTS

A. Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.
C. Return of Contracts and Related Contract Documents—When required

Upon notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, when required.

Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)
If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications. These supplies are for the 2020-2021 school year!

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

22. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/ treasury/debarred).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov
23. DELETION OF BIDDERS FROM BIDDERS LIST

The Board of Education will delete the name of vendors from the Board’s list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating “no bid” will not be considered as a “no response to bid.”

24. DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

B. Spotted Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, setup, or erect items within the stated time may result in a $100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs. Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education’s purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.
25. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary at for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

26. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents submitted with this bid shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

Forms provided by the Board of Education that must be returned with bid. Please check your bid package for these forms!

- Acknowledgement of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Bidder Comment Form – Optional
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Statement of Ownership

27. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

28. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information. Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.
29. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for $25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds $2,500.00, but is less than $25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for $2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

30. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

31. INSURANCE AND INDEMNIFICATION NOT REQUIRED

The bidder to whom the contract is awarded for any service work or construction work, and when required by the Board of Education, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- Commercial General Liability $2,000,000 General Aggregate
  - $2,000,000 Products
  - $1,000,000 Personal Injury
  - $1,000,000 Each Occurrence Combined Single Limit
    for Bodily Injury and Property Damage
Insurance Amounts (continued)

$ 100,000 Pollution Cleanup
$ 50,000 Fire Damage
$ 5,000 Medical Expense

Excess Umbrella Liability $4,000,000
$1,000,000 Sexual Harassment

Comprehensive Automobile Liability Insurance
$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

(A) Insurance Certificate – When Required

a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
c. The certificate holder shall be as follows:

   South Brunswick Board of Education  
   c/o School Business Administrator/Board Secretary  
   Street Address  
   Monmouth Junction, New Jersey 08852

d. Additional Insured Claim -- The contractor shall include the following clause on the insurance certificate.

   “South Brunswick Board of Education is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident $1,000,000. Each Accident
Bodily Injury by Disease $1,000,000. Policy Limit
Bodily Injury by Disease $1,000,000. Each Employee

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.
This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor’s men.

32. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.


Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Divisions website


If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.
34. LIABILITY – COPYRIGHT

The contractor shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

35. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

36. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

37. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law—N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a
properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered.

38. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

Annual Disclosure
A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.clec.nj.us.

Chapter 271 Political Contribution Disclosure Form
Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.
POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)
“No board of education will vote upon or award any contract in the amount of $17,500 or
greater to any business entity which has made a contribution reportable by the recipient under
P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education
during the preceding one year period.

Contributions During Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)
“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et
seq.) to any member of the school board from any business entity doing business with the
school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s
spouse or child that resides therewith, shall be deemed to be a contribution by the business
entity. When a business entity is other than a natural person, a contribution by any person or
other business entity having an interest therein shall be deemed to be a contribution by the
business entity.”

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)
All business entities shall submit with their bid/proposal package a completed and signed
Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by
the Board to determine whether the business entity is in compliance with the aforementioned
N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to
the bid/proposal. Failure to provide the completed and signed form may be cause for
disqualification of the bid/proposal.

39. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

When applicable, all contracted service providers, whose employees have regular contact with
students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L.
2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New
Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance
and compliance procedures.

http://nj.gov/education/educators/crimhist/preemployment/

40. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the
specifications as noted in this bid. The Board of Education will not accept substituted items that deviate
from the items listed on the purchase order.
41. **QUALIFICATION OF BIDDERS** - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

42. **RIGHT TO KNOW LAW**

All potentially hazardous materials or substances must be properly labeled in full accordance with the **New Jersey Right to Know Law** - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the **New Jersey Right to Know Law** are to contact the:

New Jersey Department of Health and Senior Services  
Right to Know Program  
CN 368  
Trenton, New Jersey 08625-0368

43. **SAMPLES**

From time to time the School Business Administrator/Board Secretary may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official **BID OPENING**. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as he sees fit.

44. **STATEMENT OF OWNERSHIP** (N.J.S.A. 52:25-24.2)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.
45. **SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract, may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

a. Insurance Certificate as outlined in the bid specifications;

b. Affirmative Action Evidence as outlined in the bid specifications;

c. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

46. **TAXES**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.) and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board’s tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services of equipment.

47. **TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor’s breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established.
The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

48. WITHDRAWAL OF BIDS

Before The Bid Opening

The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator/Board Secretary to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.
BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package. Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

David Pawlowski
School Business Administrator/Board Secretary
ACKNOWLEDGEMENT OF ADDENDA

Bid No. 01-20  Bid Date: Thursday, March 26, 2020

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

<table>
<thead>
<tr>
<th>ADDENDA NO.</th>
<th>ISSUING DATES</th>
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☐ No Addenda Received

Name of Company ____________________________________________

Address ______________________________________ P.O. Box ______

City, State, Zip Code _______________________________________

Name of Authorized Representative ____________________________

Signature __________________________________________ Date ____________
AFFIRMATIVE ACTION QUESTIONNAIRE

Bid No. 01-20

Bid Date: Thursday, March 26, 2020

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. □ Yes □ No
   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report □ Yes □ No
   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract_compliance/

a. Click on “Employee Information Report”

b. Complete and submit the form with the appropriate payment to:

   Department of Treasury
   Division of Purchase and Property
   Contract Compliance and Audit Unit
   EEO Monitoring P.O. Box 206
   Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name: ____________________________

Signature ____________________________

Title ____________________________ Date ____________

Name of Company ____________________________

Address ____________________________

City, State, Zip ____________________________

Full Athletic Supplies
ASSURANCE OF COMPLIANCE

Contact with Students
There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder’s understanding of the below listed requirements and further acknowledging the bidder’s assurance of compliance with those listed requirements.

Anti-Bullying Reporting—Requirement
When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contract, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements
When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

http://nj.gov/education/educators/crimhist/preemployment/

Name of Company

Name of Authorized Representative

Signature ___________________________ Date ___________________
BIDDER’S COMMENT FORM

Fall Athletic Supplies and Clothing

Bid No. 01-20  Bid Date: Thursday, March 26, 2020

This form is for Bidder’s use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may not be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre bid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

_________________________________________________________

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_________________________________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

Name of Company

Address

City, State, Zip

Name of Authorized Representative

Signature ___________________________ Title ___________________________ Date _____________
To be completed, signed and returned with Bid.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Fall Athletic Supplies and Clothing

Bid No.  01-20

Bid Date:  Thursday, March 26, 2020

Name of Company

Address ________________________ PO Box ____________

City, State, Zip ________________________

Business Phone Number (___) ________________ Ext. ________________

Emergency Phone Number (___) ________________

FAX No. (___) ________________________ E-Mail ________________

FEIN No. ________________________

Years in Business ________________________ Number of Employees ________________

References – Work previously done for School Districts in New Jersey

<table>
<thead>
<tr>
<th>Name of District</th>
<th>Address</th>
<th>Contact Person/Title</th>
<th>Phone</th>
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**Vendor Certification**

Direct/Indirect Interests

I declare and certify that no member of the South Brunswick Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the South Brunswick Board of Education.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.
STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 
Bidder/Offeror: 

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/finance/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing conditions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

☐ OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
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<th>Description of Activities</th>
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<th>Duration of Engagement</th>
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<tr>
<th>Bidder/Offeror Contact Name</th>
<th>Contact Phone Number</th>
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</table>

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein; that I am under a continuing obligation from the date of this certification through the completion of any contacts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to state a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

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<tr>
<th>Full Name (Print):</th>
<th>Signature:</th>
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<th>Date:</th>
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Do Not Enter PIN as a Signature

Full Athletic Supplies
To be completed, signed and returned with Bid.

NON-COLLUSION AFFIDAVIT

Fall Athletic Supplies and Clothing

Re: Bid/Proposal for the South Brunswick Board of Education.  
Bid No. 01-20

STATE OF ___________________________  
COUNTY OF ___________________________

I, ___________________________ of the City of ___________________________,
in the County of ___________________________ and the State of ___________________________,  
of full age, being duly sworn according to law on my oath depose and say that:

I am ___________________________ of the firm of ___________________________,  
Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

______________________________
(Print Name of Contractor/Vendor)

Subscribed and sworn to: ___________________________.

______________________________
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this __________ day of ___________________________, __________.

______________________________
Month Year

______________________________
(NOTARY PUBLIC SIGNATURE)

Print Name of Notary Public

My commission expires ___________________________, __________.

______________________________
Month Day Year

- Seal -
To be completed, signed and returned with Bid

STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: __________________________________________________________

Organization Address: __________________________________________________________

City, State, ZIP: ________________________________________________________________

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): __________________________________________________________

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
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Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part IV  Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the South Brunswick Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Board of Education to notify the Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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<th>Full Name</th>
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<th>Signature:</th>
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This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.
To be completed, signed and returned with Bid.

South Brunswick Board of Education

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ____________________________ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

<table>
<thead>
<tr>
<th>Date of Contribution</th>
<th>Amount of Contribution</th>
<th>Name of Recipient Elected Official/Committee/Candidate</th>
<th>Name of Contributor</th>
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The Business Entity may attach additional pages if needed.

☐ No Reportable Contributions (Please check (✓) if applicable.)

I certify that ____________________________ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _______________________________________

Signature ___________________________ Title _______________________

Business Entity ____________________________________________

Bid No: 01-20
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an ‘interest’ ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

1 N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1983, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”
AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C.19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A.20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to any State, county, or municipal committee of a political party, any legislative leadership committee, or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.
d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 19:44A-20.26
List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Middlesex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 13, 14, 17, 18, 19, 22
State Senator and two members of the General Assembly per district.

<table>
<thead>
<tr>
<th>County: Freeholders</th>
<th>County Clerk</th>
<th>Sheriff</th>
<th>Surrogate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipalities (Mayor and members of governing body, regardless of title):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carteret Borough</td>
<td>Middlesex Borough</td>
<td>Sayreville Borough</td>
<td></td>
</tr>
<tr>
<td>Cranbury Township</td>
<td>Milltown Borough</td>
<td>South Amboy City</td>
<td></td>
</tr>
<tr>
<td>Dunellen Borough</td>
<td>Monroe Township</td>
<td>South Brunswick Township</td>
<td></td>
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<tr>
<td>East Brunswick Township</td>
<td>New Brunswick City</td>
<td>South Plainfield Borough</td>
<td></td>
</tr>
<tr>
<td>Edison Township</td>
<td>North Brunswick Township</td>
<td>South River Borough</td>
<td></td>
</tr>
<tr>
<td>Helmetta Borough</td>
<td>Old Bridge Township</td>
<td>Woodbridge Township</td>
<td></td>
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<tr>
<td>Highland Park Borough</td>
<td>Perth Amboy City</td>
<td>Woodbridge Township</td>
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<tr>
<td>Jamesburg Borough</td>
<td>Piscataway Township</td>
<td>Spotswood Borough</td>
<td></td>
</tr>
<tr>
<td>Metuchen Borough</td>
<td>Plainsboro Township</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Boards of Education (Members of the Board): |
|---------------------|--------------|---------|-----------|
| Carteret Borough    | Metuchen Borough | Sayreville Borough |
| Cranbury Township  | Middlesex Borough | South Amboy City |
| Dunellen Borough   | Milltown Borough | South Brunswick Township |
| East Brunswick Township | Monroe Township | South Plainfield Borough |
| Edison Township     | North Brunswick Township | South River Borough |
| Helmetta Borough    | Old Bridge Township | Spotswood Borough |
| Highland Park Borough | Perth Amboy City | West Windsor-Plainsboro Regional |
| Jamesburg Borough  | Piscataway Township | Woodbridge Township |

<table>
<thead>
<tr>
<th>Fire Districts (Board of Fire Commissioners):</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Brunswick Township Fire District No. 1</td>
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<tr>
<td>East Brunswick Township Fire District No. 2</td>
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<tr>
<td>East Brunswick Township Fire District No. 3</td>
</tr>
<tr>
<td>Jamesburg Borough Fire District No. 1</td>
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<tr>
<td>Monroe Township Fire District No. 1</td>
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<tr>
<td>Monroe Township Fire District No. 2</td>
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<tr>
<td>Monroe Township Fire District No. 3</td>
</tr>
<tr>
<td>Old Bridge Township Fire District No. 1</td>
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<tr>
<td>Old Bridge Township Fire District No. 2</td>
</tr>
<tr>
<td>Old Bridge Township Fire District No. 3</td>
</tr>
<tr>
<td>Old Bridge Township Fire District No. 4</td>
</tr>
<tr>
<td>Piscataway Township Fire District No. 1</td>
</tr>
<tr>
<td>Piscataway Township Fire District No. 2</td>
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<tr>
<td>Piscataway Township Fire District No. 3</td>
</tr>
<tr>
<td>Piscataway Township Fire District No. 4</td>
</tr>
<tr>
<td>Plainsboro Township Fire District No. 1</td>
</tr>
<tr>
<td>South Brunswick Township Fire District No 1</td>
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<tr>
<td>South Brunswick Township Fire District No 2</td>
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<tr>
<td>South Brunswick Township Fire District No 3</td>
</tr>
<tr>
<td>Woodbridge Township Fire District No. 1</td>
</tr>
<tr>
<td>Woodbridge Township Fire District No. 2</td>
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<td>Woodbridge Township Fire District No. 4</td>
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<td>Woodbridge Township Fire District No. 7</td>
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<td>Woodbridge Township Fire District No. 8</td>
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<tr>
<td>Woodbridge Township Fire District No. 9</td>
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<td>Woodbridge Township Fire District No. 10</td>
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<tr>
<td>Woodbridge Township Fire District No. 11</td>
</tr>
<tr>
<td>Woodbridge Township Fire District No. 12</td>
</tr>
</tbody>
</table>
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §2101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
THE BOARD OF EDUCATION

RIGHT TO KNOW

1. All products that you deliver to the South Brunswick Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)

   A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.

   B. Next to each chemical name will be the CAS number of that chemical.

   C. The label must be attached to each container (bottle, box, can, bucket, etc.)

2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.

3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

Appendix B
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 AA-302 (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 & 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 N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

Appendix C
**STATE OF NEW JERSEY**

**Division of Purchase & Property**

**Contract Compliance Audit Unit**

**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**SECTION A - COMPANY IDENTIFICATION**

1. **FED NO OR SOCIAL SECURITY**
2. **TYPE OF BUSINESS**
   - [ ] MFG
   - [ ] SERVICE
   - [ ] WHOLESALE
   - [ ] RETAIL
   - [ ] OTHER
3. **TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY**

4. **COMPANY NAME**

5. **STREET**
   - **CITY**
   - **COUNTY**
   - **STATE**
   - **ZIP CODE**

6. **NAME OR PARENT OR AFFILIATED COMPANY (IF NOT, NO INDICATE)**
   - **CITY**
   - **STATE**
   - **ZIP CODE**

7. **CHECK ONE IF THE COMPANY**
   - [ ] SINGLE-ESTABLISHMENT EMPLOYER
   - [ ] MULTI-ESTABLISHMENT EMPLOYER

8. **IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ**

9. **TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT**
   - **CITY**
   - **COUNTY**
   - **STATE**
   - **ZIP CODE**

**Official Use Only**

**DATE RECEIVED**

**ASSIGNED CERTIFICATION NUMBER**

---

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. From the appropriate figures, add line by line and in all columns. Where there are no employees in a particular category, enter zero. Include all employees who participate in minority/women's category, but not in minority/women's category. (Sections 1, 2, & 3 do not sum up.)

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>PERMANENT MINORITY/MEN</th>
<th>TEMPORARY PART-TIME EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COL 1</td>
<td>COL 2</td>
<td>COL 3</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
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</tr>
<tr>
<td>Office &amp; Clerical</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen (Skilled)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Crafts skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
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<td>Total Employment</td>
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<td></td>
</tr>
<tr>
<td>Exclusions</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The data below shall not be included in the figures for the appropriate categories above.

<table>
<thead>
<tr>
<th>EXC</th>
<th>NEW</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

12. **HOW WAS INFORMATION COLLECTED OR DISCERNED TO SECTION A EXCLUSION**
   - [ ] 3.1.1.1: Data on Employment File
   - [ ] 3.1.1.2: Other (Specify)

13. **PAYROLL PERIOD USED**
   - **From**
   - **To**
   - **YES**
   - **NO**

14. **IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED**
   - **YES**
   - **NO**

15. **DATE LAST REPORT SUBMITTED**
   - **MO**
   - **DAY**
   - **YEAR**

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. **NAME OF PERSON COMPLETING FORM (Print or Type)**

17. **SIGNATURE**

18. **TITLE**

19. **DATE**
   - **MO**
   - **DAY**
   - **YEAR**

20. **ADDRESS NO & STREET**

21. **CITY**

22. **COUNTY**

23. **STATE**

24. **ZIP CODE**

25. **PHONE (AREA CODE NO EXTENSION)**

---

*Sample*
INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment: Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Revised: Jan.2016
TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures. Please try to use blue ink.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

David Pawlowski
School Business Administrator/Board Secretary
TECHNICAL SPECIFICATIONS

David Pawlowski
School Business Administrator/Board Secretary
Technical Specifications

Fall Athletic Supplies and Clothing

Intent of Bid
The Athletics Department wishes to purchase Fall Athletic Supplies and Clothing for the 2020 Fall Season.

Items to Bid
The South Brunswick Board of Education requests bid prices for the Fall Athletic Supplies and Clothing listed on the attached Bid Proposal Forms. All equipment, supplies and clothing shall be brand new, never used. The board will not consider or accept prices on any re-furbished, re-conditioned or used equipment, supplies or clothing.

Brand Name or Equivalent
Whenever a brand name appears in the bid specifications, “brand name or equivalent” may be acceptable upon review and approval of the Director of Athletics.

Coordination of Activities
This bid will be coordinated through the offices of

Ms. Elaine McGrath
Director of Athletics
(732) 329-4044,
Extension 5233

Award of Contract—Line by Line Basis
It is the intention of the Board of Education to award the contract to the lowest responsible bidders on a line by line basis. The board reserves the right to split awards among the various bidders who submit the lowest responsible bid for each line item. Bidders are invited to bid on as many of items they desire.

Delivery Costs—Included in Bid Price
All bid prices listed on the bid proposal form are to include all

• Shipping and Handling Costs
• Freight Costs (If Applicable)

The board will not pay any other delivery costs.
Delivery Location—Two (2) School Located in Monmouth Junction, New Jersey 08852
All bid prices are to include all freight, shipping and handling costs for the supplies, equipment and clothing to be delivered to two (2) schools located in Monmouth Junction, New Jersey 08852 as noted below:

South Brunswick High School
750 Ridge Road
Monmouth Junction, NJ 08852

Crossroads Middle Schools
North Campus
635 Georges Road
Monmouth Junction, NJ 08852

South Campus
195 Major Road
Monmouth Junction, NJ 08852

Delivery Type—Inside Delivery
All bid prices are to include all freight, shipping and handling costs for inside type of delivery to the school district.

Equipment Installation
If applicable, all equipment shall be installed by employees of the school district.

Authorization to Order/Deliver Goods
No supplies, equipment or clothing are to be ordered or delivered unless the successful bidder receives an approved purchase order authorizing the ordering and delivery of said items.

Award of Contract—Meeting Date—Lead Time for Delivery
It is the intention of the board of education to award the contract at the May 2020, board meeting, with purchase order being issued to successful bidders on or about July 1, 2020. Successful bidders are to inform the Director of Athletics of the lead time for the delivery of the supplies, equipment and clothing.
## FALL ATHLETIC SUPPLIES AND CLOTHING - HS AND XRDS

### SECTION I: SOUTH BRUNSWICK HIGH SCHOOL

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTV</th>
<th>ITEM DESCRIPTIONS</th>
<th>UNIT PRICE</th>
<th>Comments, Exceptions - Samples Required for Substitutions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOYS SOCCER</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>BS01</td>
<td>45</td>
<td>Brine Voracity Soccer Ball Size 5</td>
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<tr>
<td>BS03</td>
<td>100</td>
<td>Puma Training Bib (Size: Large) 25 Neon Orange, 25 Neon Yellow, 25 Neon Green, 25 Neon Red</td>
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<tr>
<td>BS04</td>
<td>9</td>
<td>Valve Black Mesh Field Equipment Bag</td>
<td></td>
<td></td>
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<tr>
<td>BS05</td>
<td>100</td>
<td>Nike Classic Soccer Sock, Adult Large, White</td>
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<tr>
<td>BS06</td>
<td>50</td>
<td>Nike Classic Soccer Sock, Adult Large, Black</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BS07</td>
<td>50</td>
<td>Nike Classic Soccer Sock, Adult Large, Yellow</td>
<td></td>
<td></td>
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<tr>
<td>BS08</td>
<td>4</td>
<td>Nike Therma Quarter Zip Grey with gold embroidery South Brunswick In top right 1 L, 1 XL, 2 XXL</td>
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<td></td>
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<tr>
<td><strong>BOYS TENNIS</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>BTN01</td>
<td>8</td>
<td>Wilson Heavy Duty Yellow Tennis Balls, per case (24 cans per case)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BTN02</td>
<td>16</td>
<td>Nike, MENS - Legend S/S Crew. Short sleeve (Canary Gold) lightweight, 100% Polyester. Sizes: Small - 6, Medium - 6, Large - 2. Screen print on back of shirt - 2&quot; in black lettering SOUTH BRUNSWICK. On front right chest VIKING TENNIS 1&quot; black letters with small Viking Head under lettering (Color must match existing varsity shirt).</td>
<td></td>
<td></td>
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<tr>
<td>BTN03</td>
<td>16</td>
<td>Nike, Men's Fly Short with elastic waistband and draw cord Tennis Short. Color: Solid black. Elastic waist with drawstring and 3 pockets. 9.25&quot; Inseam. Gold 1&quot; screen print &quot;SB Tennis&quot; on lower right front leg. Sizes: Small - 6, Medium - 6, Large - 2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BTN04</td>
<td>4</td>
<td>Wittenberg Tennis Scoreboard</td>
<td></td>
<td></td>
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<tr>
<td><strong>CHEERLEADING</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CH01</td>
<td>30</td>
<td>White, mid-calf, cheer socks, per pair. Women's. 80/20% Acrylic/stretch nylon. Sizes: 4-8 (qty. 20), 9-11 (qty. 10).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CH02</td>
<td>30</td>
<td>Pairs of black, mid-calf, cheer socks, Women's. 80/20% Acrylic/stretch nylon. Sizes: 4-8 (qty. 20), 9-11 (qty. 10).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CH03</td>
<td>30</td>
<td>Pairs of black and gold pom poms (30 black and 30 gold) - matte - 4 inch pom poms with bar inside</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CH04</td>
<td>30</td>
<td>Pairs of hot pink pom poms for breast cancer awareness month - matte color - 4 inch pom poms with bar inside</td>
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<td></td>
</tr>
<tr>
<td><strong>FOOTBALL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB01</td>
<td>25</td>
<td>Wilson GST Footballs (must be Wilson GST) NFHS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB02</td>
<td>100</td>
<td>Vetter Football Mouthpieces, black color with strap. (ADULT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB03</td>
<td>8</td>
<td>Fox 40 Classic SMG Safety Whistle Plus Lanyard, 4 yellow and 4 black</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB04</td>
<td>1</td>
<td>Rogers Toe-Tail-Tea - #10666</td>
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</tr>
<tr>
<td>FB05</td>
<td>20</td>
<td>Nike Game Day Polo short sleeve Dri Fit. Sizes: Large - 8, X-Large - 8, XX-Large - 4. Black shirt - embroidery with white V (Minnesota Viking style V) with FOOTBALL written under it on Left Chest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB06</td>
<td>20</td>
<td>Nike Game Day Polo short sleeve Dri Fit. Sizes: Large - 4, X-Large - 8, XX-Large - 4 XXX-Large - 4 White shirt - embroidery with black V (Minnesota Viking style V) with FOOTBALL written under it on Left Chest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB07</td>
<td>30</td>
<td>Web Belts, Black. Heavy duty nylon with D ring fastener.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB08</td>
<td>1</td>
<td>Count Down to Gameday clock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB09</td>
<td>14</td>
<td>Nike Protect Jacket Embroidery with white V (Minnesota Viking style V) with FOOTBALL written under it on Left Chest 4-1, 4-1, 4-1, 4, 3-XXL, 3-XXL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Name of Company
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTV</th>
<th>ITEM DESCRIPTIONS</th>
<th>UNIT PRICE</th>
<th>Comments, Exceptions - Samples Required for Substitutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>FB10</td>
<td>75</td>
<td>Nike FB Game Socks Calf Length White/Black/Black - Dri-Fit fabric, per pair. Sizes: Medium - 15, Large - 30, X-Large - 30 (Adult)</td>
<td></td>
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</tr>
<tr>
<td>FB11</td>
<td>75</td>
<td>Nike FB Game Socks Calf Length Black/White/White - Dri-Fit fabric, per pair. Sizes: Medium - 15, Large - 30, X-Large - 30 (Adult)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB12</td>
<td>75</td>
<td>Pink game socks calf length, per pair. Sizes: Medium - 15, Large - 30, X-Large - 25 (Adult) Cotton</td>
<td></td>
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<tr>
<td>FB13</td>
<td>24</td>
<td>Black fitted Baseball Caps with embroidery V in Vegas Gold (Minnesota Vikings Style) Sizes: Large - 10, X-Large - 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB14</td>
<td>89</td>
<td>Alleson, black, Practice Jersey L - 25 small/medium, 30-69 large/size, 70-79 xL/xxL, 80-89 large/XL white Screen Printing Vikings on chest number below and number on back.</td>
<td></td>
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</tr>
<tr>
<td>FB15</td>
<td>13</td>
<td>Riddell Revo Speed Flex Helmets 4 medium 6 large 3 xl Matte Black Finish</td>
<td></td>
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</tr>
<tr>
<td>FB16</td>
<td>100</td>
<td>Nike, Black, Park II shorts with white screen print v (Minnesota Vikings style V) 25 small 25 medium 20 large 15 xl 15 xxl</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FB17</td>
<td>110</td>
<td>Nike, Black, LEGEND SHORT SLEEVE T SHIRT White screen print large V (Minnesota Vikings style v and FOOTBALL below the Y (left leg front). 25 small 25 medium 20 large 20 xL 10 xL 10 xxL</td>
<td></td>
<td></td>
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<tr>
<td>FB18</td>
<td>25</td>
<td>Guardian Protective Helmet Cover, Black</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH01</td>
<td>3</td>
<td>Kwik golf air horn</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH02</td>
<td>2</td>
<td>NFHS Field Hockey Official Scorebooks (must be NFHS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH03</td>
<td>3</td>
<td>NFHS Certified Multi-Turf Ball Color: ORANGE, per dozen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH05</td>
<td>4</td>
<td>Nike Down Fill Parka Black Embroidered: &quot;Word Vikings&quot; in yellow block letter arched over two 3&quot; field hockey sticks crossed in yellow - left chest. Words Field Hockey in yellow block letter underneath sticks. Sizes: Medium - 1, Large - 2, X-Large - 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH06</td>
<td>6</td>
<td>Captain's arm bands, 3 black with white, 3 yellow with white. One size fits most. Elastic striped armband, 3.5&quot; wide</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH07</td>
<td>60</td>
<td>White socks Adult size 9-11 knee high - MUST BE ADULT MENS SIZING - 95% polyester</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH08</td>
<td>60</td>
<td>Black socks Adult size 9 - 11 knee high - MUST BE ADULT MENS SIZING - 95% polyester</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH09</td>
<td>60</td>
<td>Pink socks Adult size 9 - 11 knee high - MUST BE ADULT MENS SIZING - 95% polyester</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH10</td>
<td>3</td>
<td>Gryphon G Smock 3 Item Size M/L. One of each: Color bright yellow, bright orange, red</td>
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<td></td>
</tr>
<tr>
<td>FH11</td>
<td>6</td>
<td>Reflex Z Ball Training Tool Item</td>
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<tr>
<td>FH12</td>
<td>2</td>
<td>TK Total 2.2 Kickers Item Size MED</td>
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<tr>
<td>FH13</td>
<td>1</td>
<td>TK Total 3.1 Leg guards, item size MED</td>
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<td></td>
</tr>
<tr>
<td>FH14</td>
<td>2</td>
<td>Gryphon Field Hockey Goalkeeping Girdle Item size MED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH15</td>
<td>36</td>
<td>Nike Multi-Color Training Disks (cones) with holder, color: orange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH16</td>
<td>3</td>
<td>Gryphon Goalkeeper Cover: Shorts Item Size MED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH17</td>
<td>3</td>
<td>OBO Fatboy Composile Field Hockey GOALIE Stick 36.5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FH18</td>
<td>6</td>
<td>Harrow X-Vision Dual Sport Goggle COLOR : Black</td>
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<tr>
<td>FH19</td>
<td>6</td>
<td>Fox 40 Coaching Whistles black</td>
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<tr>
<td>GS01</td>
<td>3</td>
<td>Kwik Goal Soccer Score Books</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM #</td>
<td>QTY</td>
<td>ITEM DESCRIPTIONS</td>
<td>UNIT PRICE</td>
<td>Comments, Exceptions - Samples Required for Substitutions</td>
</tr>
<tr>
<td>--------</td>
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<td>-------------------</td>
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<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>GS02</td>
<td>6</td>
<td>Fox 40 Classic Whistle with Cushion Mouth Grip Plus Lanyard; 3 yellow and 3 black</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS03</td>
<td>30</td>
<td>Brine Varsity Game Soccer Ball size 5; black and white NFHS approved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS05</td>
<td>50</td>
<td>Adidas Utility Long Soccer Socks; Cushioned foot bed helps absorb impact for comfort. Color: Black. Size: Medium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS06</td>
<td>50</td>
<td>Adidas Metro IV OTC Soccer Socks. Color: Ultra Pop Pink. Size: Medium</td>
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</tr>
<tr>
<td>GS07</td>
<td>3</td>
<td>Sport Write Pro Soccer Dry Erase Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS08</td>
<td>9</td>
<td>Captain's Armbands. Elastic Striped 3½&quot; wide - Color: Yellow/White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS09</td>
<td>3</td>
<td>Nike Down Fill Parka. Color: Black. Sizes: Medium-1, XXL-2. ALL jackets embroidered in yellow gold with word SOUTH in arched, block lettering over soccer ball and word BRUNSWICK under soccer ball in the upper left front part of the jacket.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS10</td>
<td>6</td>
<td>Adidas Team Stadium Ball Bag - Color: Black</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GS11</td>
<td>1</td>
<td>SKLZ Quickster Soccer Trainer. Large sided net measures 4'H x 6'W and the small sided net measures 20&quot;H x 6W</td>
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<tr>
<td>GS12</td>
<td>3</td>
<td>Nike Essential Ball Pump Color: Black/White</td>
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<tr>
<td>GS13</td>
<td>1</td>
<td>Quik Shade Canopy Color: White</td>
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**GIRL'S TENNIS**

<table>
<thead>
<tr>
<th>GTNO</th>
<th>1</th>
<th>Wrinten Tennis Score Book</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>GTNO</td>
<td>24</td>
<td>NIKE lightweight dri-fit mesh singlet (tank, no sleeves); Black/White, breathable 100% polyester, crew neck. Sizes: Small - 11, Medium - 12, Large - 2. Back of Jersey: Gold lettering 2 inch South Brunswick. Front of Jersey, left chest: 1 inch Gold lettering: Lady Vikings Tennis (Screen Printed).</td>
<td></td>
<td></td>
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<tr>
<td>GTNO</td>
<td>24</td>
<td>ADIDAS girls tennis a-line skirt with slits; Black/White 90% polyester, 10% spandex; moisture wickable. Sizes: Small - 11, Medium - 11, Large - 2. Gold 1 inch print on left bottom of skirt. SB Tennis; must have inner pocket. Screen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GTNO</td>
<td>10</td>
<td>Wilson Heavy Duty Yellow Tennis Balls, per case (24 cans per case)</td>
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</table>

**GYMNASTICS**

<table>
<thead>
<tr>
<th>GYMO</th>
<th>1</th>
<th>Vault Hand-placement nst (mini -size); Mini Suede Round Off Pad - 36&quot; x 36&quot; x 1-5/8&quot; (91.4 x 91.4 x 4.16cm) - Wt. 6 lbs. (2kg)</th>
<th></th>
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<tbody>
<tr>
<td>GYMO</td>
<td>1</td>
<td>Protective cover for the vault.</td>
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<tr>
<td>GYMO</td>
<td>1</td>
<td>Spotting block, 2 x 2 x 4.</td>
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</table>

**VOLLEYBALL**

<table>
<thead>
<tr>
<th>VB01</th>
<th>10</th>
<th>Volley Spike Official - Size Training Volleyball</th>
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</thead>
<tbody>
<tr>
<td>VB02</td>
<td>40</td>
<td>Techkara SY 5W Gold Volleyball</td>
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<tr>
<td>VB03</td>
<td>6</td>
<td>Tandem Deluxe Linesman Flags</td>
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<td></td>
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<tr>
<td>VB04</td>
<td>20</td>
<td>TB-18 &quot; The Setter</td>
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<td></td>
</tr>
<tr>
<td>VB05</td>
<td>1</td>
<td>VB Net Storage System (3 Nets)</td>
<td></td>
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</tr>
<tr>
<td>VB06</td>
<td>3</td>
<td>Volleyball Scorebook</td>
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### FALL ATHLETIC SUPPLIES AND CLOTHING - HS AND XRDs

<table>
<thead>
<tr>
<th>ITEM #</th>
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<th>UNIT PRICE</th>
<th>Comments, Exceptions - Samples Required for Substitutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>VB07</td>
<td>5</td>
<td>Double Action Hand Pump</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VB08</td>
<td>12</td>
<td>Fox 40 Classic Eclipse Whistles</td>
<td></td>
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</tr>
<tr>
<td>VB09</td>
<td>4</td>
<td>Nike Dri-Fit Polo - Black &quot;South Brunswick Vikings Volleyball&quot; and Viking Head Logo. Sizes: 1 Small, 1 Medium, 1 Large, 1 XL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VB10</td>
<td>4</td>
<td>Nike Dri-Fit Polo - Wolf Gry &quot;South Brunswick Vikings Volleyball&quot; and Viking Head Logo. Sizes: 1 Small, 1 Medium, 1 Large, 1 XL</td>
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<tr>
<td>VB11</td>
<td>1</td>
<td>Skill Attack Volleyball Machine</td>
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### CROSS COUNTRY

<table>
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<th>QTY</th>
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<th>Comments, Exceptions - Samples Required for Substitutions</th>
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<tbody>
<tr>
<td>XC01</td>
<td>5</td>
<td>Accusplit AX602 Stopwatch</td>
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<td></td>
</tr>
<tr>
<td>XC02</td>
<td>5</td>
<td>First Place Supor Soft Indoor Shots - 4k</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC03</td>
<td>5</td>
<td>First Place Supor Soft Indoor Shots - 12 lbs.</td>
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<tr>
<td>XC04</td>
<td>1</td>
<td>First Place Competition Stainless Steel Cased Shot - 4k - 105mm - MUST BE 105mm!!!</td>
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<tr>
<td>XC05</td>
<td>1</td>
<td>First Place Turner Iron Shots - 4k - 104mm - MUST BE 104mm!!!</td>
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<tr>
<td>XC06</td>
<td>1</td>
<td>Polanik Carbon Discus 1.0k</td>
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<tr>
<td>XC07</td>
<td>4</td>
<td>Rubber Discus 1.0k</td>
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</tr>
<tr>
<td>XC08</td>
<td>4</td>
<td>Polanik Carbon Discus 1.6k</td>
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</tr>
<tr>
<td>XC09</td>
<td>4</td>
<td>Rubber Discus 1.6k</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC10</td>
<td>1</td>
<td>Komelon Fiberglass Measuring Tapes - 330'</td>
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</tr>
<tr>
<td>XC11</td>
<td>1</td>
<td>Komelon Fiberglass Measuring Tapes - 200'</td>
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</tr>
<tr>
<td>XC12</td>
<td>1</td>
<td>Komelon Fiberglass Measuring Tapes - 50'</td>
<td></td>
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</tr>
<tr>
<td>XC13</td>
<td>30</td>
<td>1/8&quot; Pyramid Spikes - for thin synthetic tracks, in bags of 100.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC14</td>
<td>55</td>
<td>1/4&quot; Pyramid Spikes - (7mm) - popular for synthetic tracks metal spikes, in bags of 100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC15</td>
<td>15</td>
<td>3/8&quot; Pyramid Spikes - (9mm) - for thicker urethane tracks metal spikes, in bags of 100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC16</td>
<td>1</td>
<td>1/2&quot; Pyramid Spikes - bags of 100</td>
<td></td>
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</tr>
<tr>
<td>XC17</td>
<td>30</td>
<td>Badger 6&quot; Inseam Men's Compression shorts, Black. Sizes: Small - 10, Medium - 15, Large - 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC18</td>
<td>1</td>
<td>Pacer Held Women's American Rubber Tip Javelin 40m, 600g</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC19</td>
<td>1</td>
<td>Pacer Held Men's American Rubber Tip Javelin 50m, 800g</td>
<td></td>
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</tr>
<tr>
<td>XC21</td>
<td>30</td>
<td>Holloway MENS Adult Dry-Excel Vertical Track Singlets - Black/light Gold/white - South Brunswick centered on middle chest in gold, South above Brunswick in straight line all capital letters screen printed. Sizes: Small - 12, Medium - 15, Large - 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XC22</td>
<td>10</td>
<td>First Place Fixed Weight Hurdle, White banner with Black, &quot;South Brunswick&quot; screen on board</td>
<td></td>
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### ATHLETIC DIRECTOR (MISCELLANEOUS)

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>ITEM DESCRIPTIONS</th>
<th>UNIT PRICE</th>
<th>Comments, Exceptions - Samples Required for Substitutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>AD01</td>
<td>1</td>
<td>Soccer Goals, per set Official size 8' x 24' W x 3' D x 9' H Meets NCAA, NFHSAA and FIFA specs Front face is 4' round, powder coated custom aluminum extrusion for superior strength Backstays are 2&quot; round powder coated aluminum Rear crossbars are 2&quot; round galvanized steel Built in net clip track with clips Includes 4mm white nets and ground anchors. Wheel kit to be included.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AD02</td>
<td>1</td>
<td>Field Hockey Cage with nets and black wood bottom boards. Net fasteners and transport wheels. NFHS approved</td>
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</table>

### STRENGTH AND CONDITIONING

<table>
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</thead>
<tbody>
<tr>
<td>SC01</td>
<td>6</td>
<td>Body Loop Bands. 22&quot; long. Medium Blue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC02</td>
<td>6</td>
<td>Body Loop Bands. 22&quot; long. Light Orange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC03</td>
<td>6</td>
<td>Lock-Jaw Collar, per pair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC04</td>
<td>6</td>
<td>Body Loop Bands. 22&quot; long. Light/Medium Red</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC05</td>
<td>6</td>
<td>Body Loop Bands. 22&quot; long. Heavy Green</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC06</td>
<td>6</td>
<td>Body Loop Bands. 12&quot; long. Heavy green</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC07</td>
<td>6</td>
<td>Body Loop Bands. 12&quot; long. Medium Blue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC08</td>
<td>6</td>
<td>Body Loop Bands. 12&quot; long. Medium/Red</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC09</td>
<td>6</td>
<td>Body Loop Bands. 12&quot; long. Light Orange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC10</td>
<td>6</td>
<td>Landmine trainer. Made of heavy-duty 11 gauge black powder coated steel.</td>
<td></td>
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<tr>
<td>SC11</td>
<td>4</td>
<td>Gym Chalk. Wrapped in 2oz blocks. 1LB in each package</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC12</td>
<td>6</td>
<td>Smash balls: specifically designed for smash and slam without bouncing or rolling. 10LB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC13</td>
<td>12</td>
<td>PowerMax Functional Fitness Sandbag: Includes 4 sand bag inserts that can hold up to 20 lbs each. Built from durable woven nylon fabric and double sealed. Five padded Handles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC14</td>
<td>6</td>
<td>Combat Bags: Foam padded, rubber filled weight tube for comfort and safety. 20 lb.</td>
<td></td>
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<tr>
<td>SC15</td>
<td>6</td>
<td>Combat Bags: Foam padded, rubber filled weight tube for comfort and safety. 30 lb.</td>
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<tr>
<td>SC16</td>
<td>6</td>
<td>Combat Bags: Foam padded, rubber filled weight tube for comfort and safety. 10 lb.</td>
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<tr>
<td>SC17</td>
<td>8</td>
<td>Olympic Bumper Plates: Solid rubber bumper plates with solid steel insert. 10LB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC18</td>
<td>8</td>
<td>Olympic Bumper Plates: Solid rubber bumper plates with solid steel insert. 15LB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC19</td>
<td>8</td>
<td>Olympic Bumper Plates: Solid rubber bumper plates with solid steel insert. 25LB</td>
<td></td>
<td></td>
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<tr>
<td>SC20</td>
<td>1</td>
<td>Reeb SC-505W 6-color stopwatch pack</td>
<td></td>
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<tr>
<td>SC21</td>
<td>75</td>
<td>Cotton T-Shirts Steel Town Gold color. Sizes: 40 Medium, 30 Large. Front Design: Viking head centered on chest with SB underneath. Back Design: Black lettering &quot;STRENGTH doesn't come from what you can do. It comes from OVERCOMING the things you once thought you couldn't&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC22</td>
<td>1</td>
<td>Solid Hex Dumbbell 40 lbs.</td>
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**SECTION II: CROSSROADS MIDDLE SCHOOL**

**BOYS SOCCER**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>ITEM DESCRIPTIONS</th>
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<th>Comments, Exceptions - Samples Required for Substitutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>XRB01</td>
<td>30</td>
<td>Dynamic - Chelsea Men's Soccer Black Jersey, screen printed VIKINGS on front, numbers on back (text and numbers should be gold outlined in white) Sizes: Small - 8, Medium - 10, Large - 10, X-Large - 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XRB01 A</td>
<td>30</td>
<td>Chelsea Men's Soccer Shorts Black with a White screen printed SB on Left leg. Sizes: Small - 8, Medium - 10, Large - 10, X-Large - 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XRB02</td>
<td>30</td>
<td>Dynamic - Chelsea Men's Soccer White Jersey, screened printed VIKINGS on front, numbers on back (text and numbers should be black outlined in gold) Sizes: Small - 8, Medium - 10, Large - 10, X-Large - 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XRB02 A</td>
<td>30</td>
<td>Chelsea Men's Soccer Shorts White with a screen printed SB on Left leg in Black. Sizes: Small - 8, Medium - 10, Large - 10, X-Large - 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XRB03</td>
<td>12</td>
<td>Brine Varsity game soccer ball, size 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM #</td>
<td>QTY</td>
<td>ITEM DESCRIPTIONS</td>
<td>UNIT PRICE</td>
<td>Comments, Exceptions - Samples Required for Substitutions</td>
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<tr>
<td>XRB54</td>
<td>20</td>
<td>Alleson Training Scrimmage Soccer Bib - Neon Yellow - XL</td>
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<tr>
<td>XRB55</td>
<td>4</td>
<td>Gamecraft Low Profile Cones - Yellow, Dozen</td>
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<tr>
<td>XRB56</td>
<td>2</td>
<td>Heavy Duty Extra Large Ball Mesh Bag Soccer Ball Bag Adjustable Shoulder Strap with a Side Pocket</td>
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<tr>
<td></td>
<td></td>
<td>FOOTBALL</td>
<td></td>
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</tr>
<tr>
<td>XRFH1</td>
<td>6</td>
<td>Schutt Helmet - Color - Black, Sizes: , Medium - 3, Large - 3</td>
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<td></td>
</tr>
<tr>
<td>XRFH2</td>
<td>40</td>
<td>Mouth pieces black with strap</td>
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<tr>
<td>XRFH3</td>
<td>6</td>
<td>Wilson Footballs Middle School Size TDY Leather Ball</td>
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<tr>
<td>XRFH4</td>
<td>12</td>
<td>Gridles 3 small, 3 Med, 3 Large, 3 XL</td>
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</tr>
<tr>
<td>XRFH5</td>
<td>12</td>
<td>Knee pads</td>
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<tr>
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<td>FIELD HOCKEY</td>
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</tr>
<tr>
<td>XRFH1</td>
<td>30</td>
<td>Field hockey reversible jerseys - Under Armour Armourfuse Sublimated 1-Ply Reversible (15 small, 10 medium, 5 large) Black and White On Black side in white letter Vikings in an arch across the chest with crossed field hockey sticks then Field Hockey</td>
<td></td>
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</tr>
<tr>
<td>XRFH2</td>
<td>3</td>
<td>Kwik Goal Captain Arm Band - Yellow</td>
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<tr>
<td>XRFH3</td>
<td>24</td>
<td>Gryphon game ball white</td>
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<tr>
<td>XRFH4</td>
<td>1</td>
<td>Fox 40 Classic Cushioned Mouth Grip Official Whistle black</td>
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<tr>
<td></td>
<td></td>
<td>GIRL'S SOCCER</td>
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<tr>
<td>XRG51</td>
<td>12</td>
<td>Brine Varsity Game Soccer Ball, size 5</td>
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<tr>
<td>XRG52</td>
<td>45</td>
<td>Breast Cancer Awareness Socks Pink Large women</td>
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</tr>
<tr>
<td>XRG53</td>
<td>40</td>
<td>Alleson Training Scrimmage Soccer Bib - Neon Yellow - medium</td>
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</tr>
<tr>
<td>XRG54</td>
<td>2</td>
<td>Black Pop Up Soccer Goal (2 pair)</td>
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<tr>
<td>XRG55</td>
<td>10</td>
<td>Augusta WMS White Jersey with Print in Gold Vikings on front and gold numbers on back Sizes: 5 large, 5 XL</td>
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</tr>
<tr>
<td>XRG56</td>
<td>10</td>
<td>Augusta WMS Black Jersey with Print in Gold Vikings on front with gold number on back Sizes: 5 large, 5 XL</td>
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</tr>
<tr>
<td></td>
<td>5</td>
<td>Augusta short white with SB on leg in gold screen print Sizes: 2 large, 3 XL</td>
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</tr>
<tr>
<td>XRG57</td>
<td>5</td>
<td>Augusta short black with SB on leg in gold Sizes: 2 large, 3 XL</td>
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<tr>
<td>XRG58</td>
<td>5</td>
<td>Augusta short black with SB on leg in gold Sizes: Small 5, Medium 5, Large 8, XL</td>
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<tr>
<td>XRG59</td>
<td>20</td>
<td>Augusta short black with SB on leg in gold. Sizes: Small 5, Medium 5, Large 8, XL</td>
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<tr>
<td></td>
<td></td>
<td>VOLLEYBALL</td>
<td></td>
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<tr>
<td>XRVB01</td>
<td>2</td>
<td>Tachikara BC-Ham Volleyball</td>
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<tr>
<td>XRVB02</td>
<td>2</td>
<td>Tachikara Official SV-5W Gold Volleyballs (Red-White Blue)</td>
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<tr>
<td></td>
<td></td>
<td>CROSS COUNTRY</td>
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<tr>
<td>XRC1</td>
<td>60</td>
<td>BADGER ARROW MESH BACK SINGLET Cross Country Jerseys: Black/White Print in Yellow Gold SOUTH across the chest with BRUNSWICK Underneath. Sizes: Small - 25 Medium - 20, Large - 5 screen printed</td>
<td></td>
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</tr>
<tr>
<td>XRC2</td>
<td>50</td>
<td>BADGER STRIDE SHORT Cross Country Shirts Black/White with SB in Yellow Gold on Left leg, Sizes: Small - 20, Medium - 25, Large - 5 screen printed</td>
<td></td>
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<tr>
<td>XRC3</td>
<td>2</td>
<td>Accusplit AX602 Stop watch</td>
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FALL ATHLETIC SUPPLIES AND CLOTHING - HS AND XRDS

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<tbody>
<tr>
<td>XRCH 01</td>
<td>3</td>
<td>Black and Gold Folding Panel Mats 3' by 6'</td>
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<tr>
<td>XRCH 02</td>
<td>10</td>
<td>Straight A-Line Skirts - Straight A-Line Skirts - Black</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>3 small 4 medium 3 large</td>
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<tr>
<td>XRCH 03</td>
<td>10</td>
<td>Pom-Poms: Black</td>
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<tr>
<td>XRCH 04</td>
<td>10</td>
<td>Pom Poms Gold</td>
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Name of Company: ____________________________________________________________

Address: __________________________________________________________________

City, State, Zip: ___________________________________________________________________

Telephone No.: ___________________________ Ext.: ___________________________ Fax No.: __________________________________________________________________

E-Mail: ________________________________________________________________

Tax ID No.: __________________________________________________________________________

Authorized Agent: ___________________________ Title: ___________________________

Authorized Signature: ___________________________ Date: ___________________________