

**TOWNSHIP OF NUTLEY**  
**ESSEX COUNTY**  
**NEW JERSEY**

**SPECIFICATIONS AND PROPOSAL**  
**FOR**  
**RECREATION EQUIPMENT, UNIFORMS & SUPPLIES**

2018

## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Municipal Clerk for the Township of Nutley, County of Essex, State of New Jersey on **WEDNESDAY, JANUARY 10, 2018 AT 3:00PM** Prevailing Time in the Commission Chambers, Third Floor, Township Hall, One Kennedy Drive, Nutley, N.J., at which time and place bids will be opened and read in public for:

### **RECREATION UNIFORMS & EQUIPMENT**

Specifications and other bid information may be obtained at the office of the Purchasing Agent, First Floor, Township Hall, during regular business hours.

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.

## GENERAL CONDITIONS

1. Township of Nutley, Essex County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.
2. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time will be publicly opened and read aloud.
3. Bids shall be submitted in a sealed envelope: (a) addressed to the OWNER, (b) bearing the name and address of the bidder written on the face of the envelope and (c) clearly marked "BID FOR RECREATION EQUIPMENT, UNIFORMS & SUPPLIES."
4. Bids will be accepted only on the proposal form furnished by the OWNER. Bids must be submitted in ink or typewritten only. Specifications must accompany the proposal form.
5. The OWNER reserves the right to reject any and all bids, to waive irregularities and technicalities, to request new bids on the items and award bids as the OWNER deems it will best serve its interest.
6. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
7. The successful bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated and in a form satisfactory to the municipality. Certificates of insurance shall be submitted with the contract prior to commencement of work. WORKERS COMPENSATION insurance in accordance with the laws of the State of New Jersey. GENERAL LIABILITY insurance with limits of not less than \$500,000 any one person, \$500,000 any one accident for bodily injury and \$500,000 aggregate for property damage. AUTOMOBILE LIABILITY insurance with limits of not less than \$500,000 any one person, \$500,000 any one accident for bodily injury and \$500,000 each accident for property damage.

8. Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the performance of the work under this agreement.

9. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

10. The vendor whose bid is accepted will be held responsible for any loss or error arising from his failure or misunderstanding of the requirements listed in the specifications.

11. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part to any other person, company or corporation without the written consent of the OWNER.

12. Bids may be forwarded through the mail. However, the OWNER will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented in the specific room and place at the hour designated.

13. It is specifically understood that the quantities listed in the specifications are approximate and that the OWNER reserves the right to purchase or award contracts for each item separately or in groups of any number of items, or accept the bids for all items. The OWNER further reserves the right to increase or decrease the unit of quantity on each item without affecting the price bid on each item.

	<b>Unit</b>	<b>Total</b>
<b>T-shirts cont.</b>		
<b>SUMMER CAMP</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with 3" (CAMP NUTLEY) on front, "NUTLEY" on back Color Bright yellow or Lime w/ black letters, adult & youth sizes (Approx. 250 to 300)	_____	_____
<b>STAFF SHIRTS</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with Township logo on front left chest, "NUTLEY STAFF" on back Color GRAY w/ Maroon lettering, adult sizes	_____	_____
<b>VOLLEYBALL</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50 % cotton Block lettering "Nutley Rec Volleyball"	_____	_____
T- shirt 50 % - 50% block lettering front, 6" number back 2" number front left chest, NUTLEY	_____	_____
<b>SHIRTS</b>		
<b>BASKETBALL</b>		
Referee shirt color – black & white – adult sizes, V- neck (Approx. 25 to50)	_____	_____
<b>GOLF</b>		
Polo (Russell) shirt (collar 3 button front) 50 % polyester, 50% Cotton – adult and child sizes, color oxford with maroon lettering or Oxford with maroon lettering on front left side with logo (Approx. 60 - 100)	_____	_____
<b>RECREATION STAFF</b>		
Polo (Russell) shirt (collar 3 button front) 50 % polyester, 50% Cotton – all adult sizes, color oxford with maroon lettering or Oxford with maroon lettering on front left side with logo (Approx. 25 to 40)	_____	_____
<b>JACKETS/ VESTS</b>		
<b>BASKETBALL</b>		
Mesh practice vests youth & adult sizes (approx. 200 to 300) Pinnies all colors	_____	_____
Vest nylon practice with 6" number on front and back	_____	_____

<b>BALLS</b>	<b>Unit</b>	<b>Total</b>
<b>BASEBALL</b>		
Baseball Little League Wilson B55T leather cover (approx. 60 doz.)	_____	_____
MacGregor- senior league #73 Plus, top grain cowhide leather Cushioned cork center, RST (approx. 30 doz.)	_____	_____
MacGregor- Little League baseballs #76 top grain cowhide leather Cover raised seam, RST stamped (approx. 90 doz.)	_____	_____
MacGregor - Incredi balls Baseball 9" (approx. 20 doz.)	_____	_____
<b>BASKETBALL</b>		
Wilson LTD composite men/women (approx. 50 to75)	_____	_____
MacGregor 2500 or equivalent Women's size 9" diameter Size 6; rubber (approx. 50 to75)	_____	_____
Wilson Evolution Leather 28.5 (approx. 30 – 60)	_____	_____
Wilson Evolution Leather Men's (approx. 30 – 60)	_____	_____
MacGregor X500 or equivalent Women's size 9" diameter Size 6; composite (approx. 65 to 75)	_____	_____
MacGregor X2000 or equivalent junior ball 27.5 Synthetic (approx. 20-30)	_____	_____
MacGregor X912 or equivalent junior ball 27.5 rubber	_____	_____
<b>FOOTBALL, balls</b>		
A division – Wilson GST TDY (composite)	_____	_____
B division – Wilson GST TDJ (composite)	_____	_____
C division – Wilson GST K2 (composite)	_____	_____
Flag footballs MacGregor MXP pee wee	_____	_____
Flag footballs MacGregor MSY youth	_____	_____
Flag footballs MacGregor MXI Junior	_____	_____

<b>FOOTBALL CONT.</b>	<b>Unit</b>	<b>Total</b>
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Football flags, belts, 2 flags on each belt  
(Approx. 200-300)

\_\_\_\_\_

**PLAYGROUND**

Voit color yellow size 8 ½" (approx. 4 to 10)

\_\_\_\_\_

Football (MacGregor) color yellow intermediate size  
(approx. 10 to 20)

\_\_\_\_\_

Soccer (MacGregor) color yellow intermediate size  
(approx. 10 to 20)

\_\_\_\_\_

Basketball (MacGregor) color yellow intermediate size  
(approx. 10 to 20)

\_\_\_\_\_

Volleyball (MacGregor) color yellow intermediate size  
(approx. 10 to 20)

\_\_\_\_\_

**SOCCER**

Soccer ball size 3 -- Champion leather (approx. 30 to 50)

\_\_\_\_\_

Size 3 Martin S-332 leather (Approx. 50 – 100)

\_\_\_\_\_

Size 4 – Martin S 432; leather (approx. 100-200)

\_\_\_\_\_

Size 5 – Martin S 532; leather (approx. 100-200)

\_\_\_\_\_

**EQUIPMENT**

**SOCCER**

Goalie Gloves; gusseted fingers, hook and loop closure,  
All weather game/practice play. Youth & Adult sizes  
(Approx. 50-100 pairs)

\_\_\_\_\_

Mesh equipment bags heavy duty, various colors  
(approx. 25-50)

\_\_\_\_\_

	<b>Unit</b>	<b>Total</b>
<b>SOFTBALL</b>		
Softball size 12" Dudley SB12 L-RF .44 CORE (50 dz.) ASA CERTIFIED RED STITCH	_____	_____
Softball size 11" Dudley SB12 L-RF .44 CORE (50 dz.) ASA CERTIFIED RED STITCH	_____	_____
MacGregor or equivalent – Incredi balls Softball 11" (approx. 10 doz.)	_____	_____
MacGregor or equivalent – Incredi balls Softball 12" (approx. 10 doz.)	_____	_____
Dudley 12" thunder heat ASA .47 core Fastpitch softball Raised seams, red stitch (approx. 10-20 dz) Or equivalent	_____	_____
<b>VOLLEYBALL</b>		
Tachikara official – SV5W (approx. 6 to 10)	_____	_____
Tachikara SV-5W5c – Super Soft Red, White + Blue (approx. 10 – 15)	_____	_____
<b>HELMETS</b>		
<b>SOFTBALL</b>		
Catcher helmets youth sizes (approx. 1 to 3 doz.) MacGregor MCB13 or equivalent	_____	_____

**PADS/ GUARDS**

**Unit**

**Total**

**SOFTBALL**

Chest protector; youth sizes (approx. 1 to 3 doz.)  
MacGregor B81 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Adult sizes (approx. 1 to 3 doz.)  
MacGregor B80 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Leg guards; youth sizes (approx. 1 to 2 doz.)  
MacGregor B69 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Adult sizes (approx. 1 to 2 doz.)  
MacGregor B80 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Leg guards; double knee full wing, adult size w/ double  
ABS knee cap, 11" shin plate, high impact foam throughout  
Colors- black, royal (approx. 12)

\_\_\_\_\_

\_\_\_\_\_

**FOOTBALL**

Shoulder pads Schutt JR PRO SERIES or equivalent

\_\_\_\_\_

\_\_\_\_\_

Shoulder pads Rawlings or equivalent (All Sizes)

\_\_\_\_\_

\_\_\_\_\_

Knee pads (approx. 25 to 50) Schutt F0871 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Thigh pads (approx. 25 to 50) Schutt F0873 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Hip pads (approx. 25 to 50) Bike F0850 or equivalent

\_\_\_\_\_

\_\_\_\_\_

Hip pad set w/ out snaps PADY3BK (approx. 60 – 80 sets)

\_\_\_\_\_

\_\_\_\_\_

**LACROSSE**

SHOULDER PADS SMALL TO EXLARGE

\_\_\_\_\_

\_\_\_\_\_

	<b>Unit</b>	<b>Total</b>
<b>NETS</b>		
<b>SOCCER</b>		
Net Clips (Quick Goal) model # 10B301	_____	_____
Net Fastners (Quick Goal) model # MNF -1	_____	_____
KWIKGOAL top corner net 7'H X 21'W X 3'D X 7'B	_____	_____
KWIKGOAL soccer net 8'H X 24'W X 3'D X 9'B	_____	_____
Manchester Goal 8'H X 24'W	_____	_____
KWIKGOAL pop up goal 6'	_____	_____
<b>VOLLEYBALL</b>		
MacGregor Collegiate or equivalent (approx. 5 to 8)	_____	_____
<b>LACROSSE</b>		
LACROSSE NETS 6X6X7 NCAA	_____	_____
<b>CONES</b>		
<b>BASKETBALL</b>		
9" poly cones (approx. 20 to 50dz)	_____	_____
<b>SOCCER</b>		
Disc cones 7 ¼" dia. (approx. 20 to 50dz)	_____	_____
<b>BATTING EQUIPMENT</b>		
<b>SOFTBALL</b>		
Batting tees; all rubber with adjustable neck (approx. 5 to 10) Mac Gregor or equivalent	_____	_____
Youth Easton Tee Ball	_____	_____

<b>MISCELLANEOUS</b>	<b>Unit</b>	<b>Total</b>
<b>BASKETBALL</b>		
Score book; Game Craft (approx. 30 to 60)	_____	_____
Whistles & Lanyard; MacGregor, black (approx. 20 to 50)	_____	_____
Basketball Nets (10 dozen)	_____	_____
<b>MEDICAL</b>		
First Aid Kits (approx. 200)	_____	_____
Athletic Tape white 2" wide (approx. 2 cases)	_____	_____
<b>BAGS</b>		
Large Equipment Bags Model # 900 Mylec (approx. 3)	_____	_____
 <b>WRESTLING</b>		
Wrestling Mat Tape (3 inch) (2-5 Cases)	_____	_____
Wrestling Score books	_____	_____
 <b>SOFTBALL</b>		
Bases; softball set (vinyl coated/ waterproof) (approx. 5 to 10 sets) With orange safety base	_____	_____
Pitcher's plates; portable softball size Voit or equivalent (Approx. 3 to 8)	_____	_____
Score book; MacGregor (approx. 10 to 50)	_____	_____
DOUBLE BASES ORANGE AND WHITE SOFTBALL 10-15	_____	_____
Turf Base- three base set (2-3sets)	_____	_____
Turf Base pitcher rubber (2-3)	_____	_____

**SPECIAL NOTE: ALL T-SHIRTS MUST BE DELIVERED IN 3 WEEKS OF ORDER DATE**

**Township of Nutley  
Department of Parks & Recreation  
Commissioner Mauro G Tucci  
2018**

**SHIRTS & UNIFORMS**

**T- SHIRTS**

	<b>Unit</b>	<b>Total</b>
<b>BASKETBALL-(N.B.A.)</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with 3" sponsors name on front 4" number on front 6" number on back, screen print only– adult & youth sizes different colors Per division (approx. 900 shirts)	_____	_____
 <b>RECREATION DEPT</b>		
sweatshirt 50/50 gray w/ maroon lettering Township logo on left chest (approx. 25- 40) "NUTLEY STAFF" on back	_____	_____
 <b>SOCCER</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with 4" sponsors name and soccer logo on front 6" number on back. Screen print only	_____	_____
 <b>SOFTBALL</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Script lettering with tail 4" team name and logo on front 6" number on back- screen print only adult & youth sizes different color Per division (approx. 400 to 650)	_____	_____
 <b>SUMMER CLINIC</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with 4" name on front & logo, adult & Youth sizes Color maroon with oxford lettering NUTLEY PARKS & RECREATION CLINIC (approx. 50 to 150)	_____	_____
 <b>SUMMER PLAYGROUND</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with 3" (NUTLEY RECREATION PLAYGROUND) Color bright orange w/ lettering, adult & youth sizes (Approx. 100 to 175)	_____	_____
 <b>FLAG FOOTBALL SHIRTS</b>		
T-shirt (Fruit of the Loom) 50% polyester, 50% cotton Block lettering with 3" sponsors name on front 4" number on front 6" number on back, screen print only– adult & youth sizes different colors Per division (approx. 600 shirts)	_____	_____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good Faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**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:** \_\_\_\_\_

**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**

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):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**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.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**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 noncorporate 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.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)  
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding  
in connection with the above named project; and that all statements contained in said proposal  
and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

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 or bona fide established commercial or  
selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP 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 TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP 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 the 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 TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.