# MORRIS SCHOOL DISTRICT BOARD OF EDUCATION

# Bid 20-001: Morristown High School Athletic Uniforms Goods & Services

Opening: 10:45 AM, Thursday, June 11, 2020 31 Hazel St Morristown, NJ 07960

# Anthony LoFranco Business Administrator/Board Secretary

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# INSTRUCTIONS TO YENDORS

- 1. All vendors must understand and agree to comply with specifications for this bid and with the General Conditions
- 2. Bids shall be submitted on the forms provided with the specifications, sealed in a plainly marked, opaque envelope. Bidders should also keep a complete copy of the bid packet, exactly as submitted. The District does not accept electronic (email) submission of bids.
- 3. Please use blue ink for all signatures.
- 4. The bid shall contain all descriptive literature, specifications, etc.
- 5. Please do not bind/staple bid submissions.
- 6. In addition to 1 redcopy submission of your bid, please supply a digital copy of entire bid submission (CD-ROM or flash crive) including catalogs, flyers, product brochures. In case of discrepancies, the hardcopy responses will prevail over electronic submissions.
- 7. Electronic med a will not be returned. Clearly label electronic media with the vendor name, name of the bid and date of bid opening. Place electronic media in a protective pouch.
- 8. Submit sealed 'ids to:

Joan Frederick

Assistant Business Administrator

Morris School District

31 Hatel St, Morristown, NJ 07960.

# **SECTION 1: Advertisement**

MORRIS SCHOOL DISTRICT BOARD OF EDUCATION County of Morris, State of New Jersey

Request for Bids ...

The Morris School District Board of Education hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

Opening: Thursday, June 11, 2020

Bid # 20-004: Lawncare at 10:00 am

Bid # 20-009: Bus Repairs at 10:15 am

RFP # 19-024: Environmental Consultant at 10:30 am

Bid # 20-001: At letic Uniforms at 10:45 am

To request all necessary bid specifications and bid forms contact:

Joan Frederick, Asst. Business Administrator Morris School District Board of Education 31 Hazel Street, Morristown, New Jersey 07960

Phone: 973-292-2300 X2020 E mail: <a href="mailto:purchasing@msdk12.net">purchasing@msdk12.net</a>

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator of Morris School District Board of Education *on or before* date and time indicated above. The envelope to beat the following information:

Bid f and Bid Title Namb and Address of the Bidder Bid Pate and Bid Opening Time

Location of Bid Opaning:

MOFRIS SCHOOL DISTRICT BOARD OF EDUCATION 31 H<sup>3</sup>zel Street
Morr stown, New Jersey 0760

The bid process will begin on the above date, time and location by Anthony LoFranco, Business Administrator/Board Secretary, or designee. No bids shall be received after the time designated in the advertisement. (I.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."

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.

# Special Notice—Office of the School Business Administrator

The Board of Education during this emergent time, is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

#### Submission of Bids

All potential bidders are to send their responses through the US Postal Service (Certified Mail or Overnight Mail suggested) or other recognized delivery service that provides certification of delivery to the sender. Please do not attempt to hand deliver bids!

# Opening of Bids—Online Live Streaming

The board of education is aware of N.J.S.A. 18A:18A-21 which states the following:

At such time and place the purchasing agent of the board of education shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are then and there present.

To ensure there is "social distancing" amongst all parties in the bid opening, the bid opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time.

All potential bidders are to visit the Morris School District Board of Education website and click on the link pertaining to the Opening of Bids via Online Live Streaming. Please find the applicable bid opening link on the Business Office section of the website.

https://www.morrisschooldistrict.org

Anthony Lo Franco
School Business Administrator/Board Secretary

# **SECTION 2:** Specifications for this Bid

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

- 1. Before submitting a bid, be sure you can meet all the following conditions -- especially delivery dates.
- All questions must be submitted by end of day Friday, June 5, 2020.
- 3. The District intends to award each item to the lowest responsible bidder.
- 4. Pricing must be submitted on the district-provided excel spreadsheet. Bidders should print the spreadsheet after entering all prices and include on a CD or flash drive with the sealed bid. In case of discrepancies, the hardcopy responses will prevail over electronic submissions.
- 5. Failure to deliver
  - a. Any vender who fails to deliver supplies by the delivery date or who doesn't comply with item specifications - shall be liable to the District for 25% of the price of said supplies, to be withheld from monies otlerwise due to the vendor for said supplies.
  - b. If a vendo fails to deliver supplies by the delivery date, the Board may terminate the order after seven days from the delivery date, made effective immediately upon the District providing written notice to the vendor.
  - c. Vendor must produce a letter from the manufacturer if vendor claims that an item is discontinued or cannot be delivered on time.
- 6. Exact items, substitutes, equivalents
  - a. Items to be bid exactly as specified. If no substitute indicated, brand requested will be expected.
  - b. When bidding a substitute, you must indicate the substituting brand and model number.
  - c. In the evert substitutes are bid, enclosed with the bid must be complete information with respect to substitutes, including – but not limited to – a complete specification and samples of substitutes.
- 7. Items shipped directly from manufacturer: The Board's original purchase order # must be on the manufacturer's invoice. Shipping charges are to be included.
- 8. Logos, Letters, Numbers
  - a. The cost to create and/or apply logos, letters, numbers, etc., is to be included with item prices.
  - b. Call for exact logo before printing, (please refer to logos in spreadsheet)
  - Vendors are responsible for following all applicable state and federal requirements for numbers and lettering on clothing.
  - d. For any questions about logos, sizes, colors, etc., contact David Nicholson, before ordering: david.nichelson@msdk12.net, (973) 292-2000 x2159.
- 9. Delivery deadlines -
  - Week of July 27, 2020: Field Hockey, Volleyball
  - Week of Siptember 28, 2020: Basketball, Fencing, Indoor Track, Swimming
  - Week of January 25, 2021: Golf, Softball, Boys Tennis
- 10. Delivery location: Euccessful bidder must deliver all items and services as requested during the contract period to: Morristova High School, 50 Early St, Morristown, NJ 07960

Attn: David Nicholson, Athletic Department

11. Numbers for uniforms: All numbering must comply with applicable regulations.

# MORRIS SCHOOL DISTRICT BOARD OF EDUCATION MORRISTOWN, NEW JERSEY 07960

# ADVISORY INFORMATION FOR BIDDERS

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https://www.morrisschooldistrict.org

Anthony Lo Franco
School Business Administrator/Board Secretary

# **SECTION 3: Bid Submission Form & Required Documents**

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

Please check as enclosed, in addition to this page:

Your submission must include this form and all required documents. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

2. De 3. Ve 4. Ac 5. At 6. No 7. Bi 8. Ch 9. Str 10. Bu 11. Di 12. Bi 13. Go 14. Ins 15. NR Pul	d Proposal/Pricing eviation Form endor Questionnaire / Certification eknowledgement of Addenda Cirmative Action Questionnaire or Certificate of Employee Information Report on-Collusion Affidavit – Notary required dder Comment Form – Optional napter 271 Political Contribution Disclosure Form atement of Ownership usiness Registration Certificate sclosure of Investment Activities in Iran d Guarantee (Bid Bond, Cashier's Check, or Certified Check) narantee Certificate: Certificate/Consent of Surety surance Certificate blic Works Contractor Registration* ansportation Questionnaire
NR=Not Required * Public Works Co employing.	intractor Registration, Business Registration Certificate & DPMC also required from Subcontractor, if
Company	Metahen Center Ino
Address	10-12 Emigrobery St. Saperile NO 08372
Phone	732-418-1388 Fax 732-246-3341
Emergency Phone	
Fed Tax ID	22-141-3274
Years in Business	Number of Employees
Name	ALDINAS
Title	The gett,
Direct Phone	737-418-1388
Email	ataulaste aranstalenannelan
Signature	Date 6 4 30

# Bid Pricing / Proposal

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

Vendors shall submit their itemized prices on the district-provided spreadsheet. In case of discrepancies, the hardcopy responses will prevail over electronic submissions.

- 1. Totals sheet: Enter company name at the top of spreadsheet; company name will display on every page
- 2. Items sheet: Select in the yellow Bid column how you are bidding for each item
  - "Exact" for Bid item exactly as specified
  - "Sub" for Substitute: Must enter note in the Notes/Substitutes column
  - "No Bid"
- 3. Items sheet: Enter unit price in the yellow Price column; extended price is calculated automatically
- 4. Cover Page sheet: Totals are calculated automatically.
- 5. Print both sheets and include in your sealed bid
- 6. Submit your completed spreadsheet (on a CD or flash drive) with your sealed bid

Cost of materials shall include all shipping, handling, storage, overhead and profit. Payment will be made only for materials actually used.

Bid Pricing: Write here the amounts as calculated in the spreadsheet.

TOTAL: \$ 26 475

The undersigned declare that we/they examined the specifications and other contract documents, as well as the premises and all law, ordinances and regulations governing the work, and that we/they propose to provide all goods and to perform all work described in the specifications.

Company
Name
Title
Signature
Date

# **Deviation Form**

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

In the event that the undersigned Bidder intends to deviate from the specifications by submitting alternates, those alternates must be listed below with complete detailed descriptions and samples submitted with the bid. When applicable, include the line number for each item.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions.

If deviations are found and not listed, the bidder will be disqualified. NO DEVIATIONS DEVIATIONS: List below, referencing any page, paragraph and/or item number(s) **DEVIATIONS** Company Name Title Signature Date

# **Questionnaire/Certifications**

Bid 20-001: Morristown High School Athletic Uniforms

Opening: 10:45 AM, Thursday, June 11, 2020 Circle responses to confirm you comply with requirements stated in the bid specifications I will deliver any and all awarded items by the deadlines specified herein. Yes No Yes No Delay or failure of delivery is subject to penalty. Itemized prices include all lettering, printing and delivery. Yes No Any item bid as substitute includes brand and model, as well as a sample submitted to the District Yes No before bid opening date/time. All aspects of numbering and logos for items awarded will comply with applicable regulations. Yes No References - Work previously done for New Jersey districts with high schools Amt of Contract Dates of Service Contact Person/Title District Address Phone Vendor Certifications Direct/Indirect Interests I declare and certify that no member of the Morris School District 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 - is 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 Morris Board of Education. Vendor Certifications I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members. I certify that I am not an official or employee of the Morris School District Board of Education. 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 falte in connection with the negotiation, award or performance of a government contract. Company Name Title Signature Date

# Acknowledgement of Addenda

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 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.

YNo Addenda Re	ceived				
ADDENDA NO.		ISSUING	<u>DATES</u>		
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# Affirmative Action Questionnaire

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 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 inserted after this page. 1. Our company has a federal Affirmative Action Plan approval. ☐ Yes 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 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/ Click on "Employee Information Report" Complete and submit the form with the appropriate payment to: Department of Treasury Division of Public Contracts/EEO Compliance P.O. Box 209 Trenton, NJ 08625-0002 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 within seven (7) days of the notice of the intent to award the contract or the signing of the contract. I certify that the above information is correct to the best of my knowledge, and that that this firm complies with Exhibit A for Goods/Services contracts or Exhibit B for Construction contracts. Company Name: Title:

Date

Signature

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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.

# Non-Collusion Affidavit

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

STATE OF NE	EW JERSEY			
COUNTY OF	NOTE			
I	A) Dudas	, located at _	10-12 Bring	Le proper
Residing in	syraile	, County of	12000 Sep. 2	and State of
of full age bein	ng duly sworn according t	o law, upon my oath,	depose and say:	
agreement, par connection wit correct, and ma the truth of the contract for the	aid Bid with full authority ticipated in any collusion, the above-named project ade with full knowledge the statements contained in seaid project.	so to do: that said bi , or otherwise taken a ot; and that all statem hat the MORRIS SCI and Bid and in the sta	idder has not, directly or in any action in restraint of fi ents contained in said Bid HOOL DISTRICT BOAR atements contained in this	bove-named project and that I ndirectly, entered into any ree, competitive bidding in I and in the Affidavit are true and RD OF EDUCATION relies upon Affidavit in awarding the
an agreement of or bona fide es I hereby certify corporation ma MORRIS SCH	or understanding for a contablished commercial or so that I am the only personaking another bid for the soloOL DISTRICT BOARI is directly or indirectly in	numission, percentage selling agencies main interested in this bitame contract, that the OOF EDUCATIOO	, brokerage or contingent tained by the firm named d, that it is made without a bid is in all respects fair N or any person in the em	collusion with any person, firm or and that no officer in the
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Authorized R	tepresentative Title 🛚 🙉 🤊	angus 100	the f	
State of	HO STALL			
County of	<u> </u>			
	bscribed before me this Notary or Commissioner	of Deeds	ne pa	idunata
My Commissi Official Title_	on expires/_		HINNESL YRATON	PER REDDINGTON
<del>.</del>			My Commis	SIGN SOF NEW JERSEY

# **Bidder's Comment Form**

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

raise objection, t Administrator th	ain some untenable item, or extremely expensive provision, for example, to which the Bidder verthis must be done at the pre-bid meeting (if held), or in writing to the Architect or Business brough the question process outlined in the Instructions to Bidders. Such inquiries will have residum only, and the resulting decision circulated to all bidders of record.	
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No Commen	ıt	
Company	- Netholes Center Inc	
Name:	<u> </u>	
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Title:	Wester the last of	

# Chapter 271 Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00) Ref. N.J.S.A. 52;34-25

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020 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: Reportable Contributions Name of Recipient Elected Official/ Date of Amount of Name of Contribution Contribution Committee/Candidate Contributor The Business Entity may attach additional pages if needed. No Reportable Contributions (Please check (✓) if applicable.) (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. Company Name: Title:

Date

Signature

# 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)

Bid 20-001: Morristown High School Athletic Uniforms

Opening: 10:45 AM, Thursday, June 11, 2020 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: 10 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) Limited Partnership Limited Liability Partnership (LLP) Partnership 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):

Name of Individual or Business Entity Home Address (for Individuals) or Business Addr			
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# <u>Part III</u> 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 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.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
,	
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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 Morris School District 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 Morris School District Board of Education to notify the Morris School District 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 Morris School District Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	A Dudos	Title:	Majord
Signature:	17.19M/	Date:	614130

# **Business Registration Certificate**

Bid 20-001: Morristown High School Athletic Uniforms

Opening: 10:45 AM, Thursday, June 11, 2020

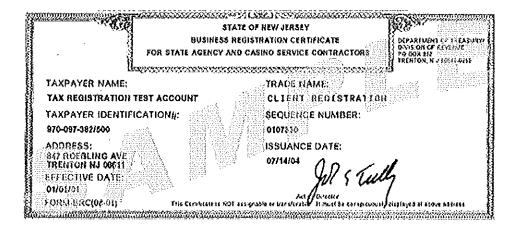
Insert a copy of your organization's Business Registration Certificate immediately after this page.

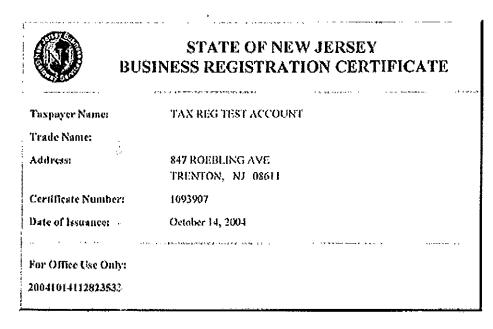
Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all vendors shall submit with their proposal a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

# Filing is quick, uncomplicated and can be done online:

https://www.state.nj.us/treasury/revenue/dcr/reg/sos\_dcrnew01.prod.htm





STATE OF NEV	V JERSEY DIVISION	OF PURCHASE AND P		DISCLOSURE OF INVESTMENT ACTIVITIES IN
Quote Number:	<u> </u>			WHO DENTE IN
	URE TO CHECK ONE		T 1 BY CHE RENDER T	CKING <u>EITHER BOX</u> . HE PROPOSAL NON-RESPONSIVE.
a contract must parents, subsidia activities in Iran. Bidders must reverse proposal non-reand provided by declaring the part	complete the certification ries, or affiliates, is identifi The Chapter 25 list is fou view this list prior to com sponsive. If the Director law, rule or contract, in	n below to attest, under p ed on the Department of Tr nd on the Division's websit pleting the below certificati finds a person or entity to notuding but not limited to debarment or suspension of	enalty of per easury's Cha e at http://ww on. Failure t be in violatio imposing s	proposal or otherwise proposes to enter into or renew jury, that neither the person or entity, nor any of its pter 25 list as a person or entity engaging in investment www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. to complete the certification will render a bidder's n of law, s/he shall take action as may be appropriate anctions, seeking compliance, recovering damages,
subsidiari activities in or represe	es, or affiliates is <u>listed</u> Iran pursuant to P.L. 201	on the N.J. Department of t 2, c. 25 ("Chapter 25 List") above and am authorized	he Treasury': . I further cer	r listed above nor any of the bidder's parents, s list of entities determined to be engaged in prohibited tify that I am the person listed above, or I am an officer certification on its behalf. I will skip Part 2 and sign
the Depart	ment's Chapter 25 list. and complete the Cert	l will provide a detailed, a	ccurate and	e of its parents, subsidiaries, or affiliates is listed on precise description of the activities in Part 2 below ch will result in the proposal being rendered as nondays provided by law.
You mu parents	st provide a detailed, acci subsidiaries or affiliates,	rate and precise description engaging in the investment belo	n of the activ it activities in w. ON. IF YOU N	D TO INVESTMENT ACTIVITIES IN IRAN ities of the bidding person/entity, or one of its Iran outlined above by completing the boxes NEED TO MAKE ADDITIONAL ENTRIES, PLEASE E.
Name:		Relationsl	nip to Bidder/	Offeror:
Description of A	Activities			
Duration of Eng	gagement:	Anticipate	d Cessation:_	
Date		Bidder/Off	eror Contact	
Name/Contact		Phone Nu	mber	
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 and that I am under a continuing obligation from the date of this certification through the completion of any contracts 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 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.				
Full Name (Print): _	ANDW	100	_Signature:_	
~	• 3	)		Do Not Enter PIN as a Signature
Title:	1-1-1		Date:	<u> </u>

# Bid Guarantee

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

Insert documents immediately after this page.



# The Ohio Casualty Insurance Company

# BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That w	ve, Metuchen Center, Inc.
of 10-12 Embroidery Street, Sayreville, NJ 08872	
(hereinafter called the Principal) as Principal, and The Ohlo office in the City of Keene, New Hampshire firmly bound unto Morris School District	Casualty Insurance Company , with its (hereinafter called the Surety), as Surety, are held and
of 31 Hazel Street, Morristown, NJ 07960	
(hereinafter called the Obligee) in the penal sum of Ten Pe	rcent (10%) of the amount bid
we bind ourselves, our heirs, executors, administrators, succe	
	CH, that whereas, the Principal has submitted the accompanying DOI Athletic Uniforms
enter into a contract with said Obligee in accordance with thereof within the time specified; or if no time is specified value, in the case of failure so to do, indemnify the Obligee a	y award according to the terms of said bid and the Principal shall the terms of said bid and give bond for the faithful performance within thirty days after the date of said award; or if the Principal against any loss the Obligee may suffer directly arising by reason this obligation shall be null and void: otherwise to remain in full Metuchen Center, Inc.
•	(Principal)
<b>Ву</b> :	Al Cards Resident
Ву:	The Ohio Casualty Insurance Company  August 1 February
	William E. Jeney, Jr.



# The Ohio Casualty Insurance Company

	Bond No.
	ENT OF SURETY
The Ohio Casualty Insurance Company  New Hampshire and Ilicensed to do business in the	a Corporation organized and existing under the laws of the State of c State of New Jersey, hereby consents and agrees that if the contract for the
High School Athlet	tic Uniforms
be awarded to Metuchen Center. Inc.	
the undersigned Corporation agrees with the said Morris	School District
(\$ 30,000.00 ) Dollars, for the faithful In witness whereof, the undersigned Corporation has cau	i to become surety in the full amount of the contract price, not to exceed ul performance of the contract. sed this agreement to be signed by its duly authorized representative and
its corporate seal to be hereto affixed this 4th day	of <u>June</u> , <u>2020</u> .
	The Ohio Casualty Insurance Company
	By Willetzeet-
•	Attorney-in-Pact
Countersigned by	William E. Jeney, Jr. Licensed Resident Agent
Resident Agent S-4004 NJ- Consent of Surety	(



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8200350-975279

business day

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Attorney (4:30 pm )

Power of / 10 am and 4

# **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty insurance Company is a corporation duly organized under the laws of the State of New Hampshire,	that
Liberty Mutual Insurance Company is a corporation duty organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duty organ	zed
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority harein set forth, does hereby name, constitute and appoint, Jay M	
Jeney; John P. Jeney; William E. Jeney, Jr.	

all of the city of each individually if there be more than one named, its true and lawful attorney in fact to make, state of Metuchen execute, seal, acknowledge and deliver, for end on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duty signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed therelo this 24th day of January . 2019 .







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY SS

2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance January Company, The Ohio Casually Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Noterial Seal Teresa Pasista, Notery Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylveria Association of Notaries

This Power of Allorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohlo Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

validity of this Po 0 between 9:00 Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety \$240 8240 any and all underlakings, bands, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casually Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th







Renee C. Liewellyn, Assistant Secretary



# THE OHIO CASUALTY INSURANCE COMPANY

# FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities					
Cash and Bank Deposits	(\$3,063,860)	Unearned Premiums					
*Bonds — U.S Government	1,006,099,793	Reserve for Claims and Claims Expense					
*Other Bonds	3,994,316,104	Funds Held Under Reinsurance Treatics					
*Stocks	192,977,450	Additional Statutory Reserve 0					
Real Estate	0	Reserve for Commissions, Taxes and					
Agents' Balances or Uncollected Premiums	762,342,997	Other Liabilities					
Accrued Interest and Rents	33,878,311	Total					
Other Admitted Assets	919,548,302	Capital Stock					
		Paid in Surplus					
		Unassigned Surplus					
Total Admitted Assets	S6,906,099,097						
		Total Liabilities and Surplus <u>S6,906,099,098</u>					



I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

Assistant Secretary

TAMiholajewski

<sup>\*</sup> Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

# Guarantee Certificate

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Morris School District Board of Education requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions.

Insert documents immediately after this page.

# Certificate of Liability Insurance

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

After this page insert proof of your general liability (including products) and excess liability.

OP ID: SC

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/04/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confor the policy of such and company (a)

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to						olicies may	require an endorsement.	. A si	atement on	
PRODUCER 732-548-2727				CONTACT NAME:							
The	Schenck Agency, Inc. Main St., P.O. Box 351				PHONE [AC, No, Ext]: 732-548-2727 FAX [AC, No]: 732-548-2404						
	uchen, NJ 08840-0351				Adore	SS:					
					INSURER(S) AFFORDING COVERAGE					NAIC#	
				INSURER A: West American Ins Company							
INSURED Metuchen Center Inc. 10-12 Embroidery Street Sayreville, NJ 08872			INSURER B : The Ohio Casualty Insurance Co								
			INSURER C; Ohio Security Ins Co					24082			
			INSURER D:								
			INSURER E:								
	VEDACES OFF	*IF16	\ YC	NUMBED.	INSURE	RF:		DEVICION NUMBER.		<u> </u>	
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES			NUMBER:	VE DEE	N ISSUED TO		REVISION NUMBER:	ie bui	ICA BEBIOD	
IN	DICATED. NOTWITHSTANDING ANY RE	QUIF	EME	NT, TERM OR CONDITION	OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	OT TO	WHICH THIS	
	ERTIFICATE MAY BE ISSUED OR MAY I							D HEREIN IS SUBJECT TO	ALL.	THE TERMS,	
INSR LTR	TYPE OF INSURANCE		SUBR					LIMITS	s		
A	X COMMERCIAL GENERAL LIABILITY	1130	1100				(MM/US/1111)	EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE X OCCUR			BZW58899809		10/01/2019	10/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
								MED EXP (Any one person)	\$	15,000	
			l					PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000	
	POLICY RCT LOC							PRODUCTS - COMPIOP AGG	\$	2,000,000	
	OTHER:								\$	/ 222 222	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
	X ANY AUTO :			BAO58899809		10/01/2019	10/01/2020	BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY AUTOS						:		\$		
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DANIAGE (Per accident)	\$		
В			<u> </u>						\$	2,000,000	
ם	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			USO58899809	10/01/2019	10/01/2020	EACH OCCURRENCE	\$	2,000,000		
	DED X RETENTION \$ 10000	03030033803				10/01/2015	10,01,2020	AGGREGATE	\$	2,000,000	
С								X PER OTH-	\$		
-	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTNER/EXECUTIVE  Y / N		XWS58899984		10/03/2019	10/03/2020	A L STATUTE LER  E.L. EACH ACCIDENT	\$	500,000		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A						E.L. DISEASE - EA EMPLOYEE	•	500,000	
	If yas, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	500,000	
								<u> </u>	У		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORE	) 101, Additional Remarks Schedu	ıle, may b	e attached if mor	e space is requi	red)			
								•			
	-										
CE	RTIFICATE HOLDER				CANC	ELLATION					
MORRISS					6110	CHOILD ANY OF THE ADOVE PERSONNED DOLLOWS DE COMME					
RE-mail: C-land District				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN							
Morris School District 31 Hazel Street						ACCORDANCE WITH THE POLICY PROVISIONS.					
Morristown, NJ 07990											
·						AUTHORIZED REPRESENTATIVE					
1					S. C. Coceo-augustine						

**ACORD** 

#### **SECTION 4: General Conditions & Instructions**

The following conditions shall govern the submission of bids/proposals (may be used interchangeably) for the Morris School District.

### SUBMITTING SEALED BIDS

- 1 Bids shall be submitted on the forms provided with the specifications, sealed in a plainly marked, opaque envelope. Bidders should also keep a complete copy of the bid packet, exactly as submitted. The District does not accept electronic (email) submission of bids.
- 2 Please use blue ink for all signatures.
- 3 The bid shall contain all descriptive literature, specifications, etc.
- 4 Please do not bind bid submissions if removal of binding might damage contents.
- 5 In addition to hardcopy submission of your bid, please supply all parts of the bid as identified herein including catalogs, flyers, product brochures in digital format (CD-ROM or flash drive). In case of discrepancies, the hardcopy responses will prevail over electronic submissions.
- 6 Electronic media will not be returned. Clearly label electronic media with the vendor name, name of the bid and date of bid opening. Place electronic media in a protective pouch.

## BID OPENING

All bids will be publicly opened in a District meeting room. 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 Business Office before the bid date and time. Bids will not be accepted or received by the District after the advertised bid date and time, in accordance with N.J.S.A 18A:18A-21(b).

# Special Notice—Office of the School Business Administrator

The Board of Education during this emergent time, is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

All potential bidders are to send their responses through the US Postal Service (Certified Mail or Overnight Mail suggested) or other recognized delivery service that provides certification of delivery to the sender. Please do not attempt to hand deliver bids!

The board of education is aware of N.J.S.A. 18A:18A-21 which states the following:

At such time and place the purchasing agent of the board of education shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are then and there present.

To ensure there is "social distancing" amongst all parties in the bid opening, the bid opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time.

All potential bidders are to visit the Morris School District Board of Education website and click on the link pertaining to the Opening of Bids via Online Live Streaming. Please find the applicable bid opening link on the Business Office section of the website.

# AFFIRMATIVE ACTION REQUIREMENTS

Each 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:

- 1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- 2. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- 3. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form. "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.

# 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 Schools Contract 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.

## AMERICAN GOODS

In accordance with N.J.S.A. 18A:18A-20, only manufactured products of the United States, wherever available, and where possible are to be used with this project.

## 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. 8121 01 et seq.

# 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. 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.

#### 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.<u>1985, c.490</u> (C.18A:18A-51 et seq.).

# BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

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

Each bid when required shall be accompanied by a bid bond, cashier's check or certified check, made payable to the Morris School District. <u>Uncertified business checks</u>, <u>personal checks</u>, <u>money orders or cash are not acceptable</u>.

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made payable to the Morris School District. 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 surety (performance) bond is filed with the District.

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

All bid bonds submitted must be signed and witnessed with original signatures. The District 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 District 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.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

#### B. Certificate (Consent) of Surety

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. Fallure to submit the certificate (consent) of Surety will be cause for disqualification and rejection of bid.

# C. Performance Bond

- 1. 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 Morris School District and shall be in the form required by Statute.
- 2. Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.
- 3. Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner 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.
- 4. It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner 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 Owner.
- 5. 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.
- 6. The Contractor shall execute a formal contract with the District in the form required and in such number of counterparts as the District 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 District.
- 7. The District wi!l only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

## BID PRICE GUARANTEE - Ninety (90) Days from Award of Contract

When the District 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 District.

#### BID PRICES

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

## 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, so please fill out 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 District 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 contract 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 District will not accept multiple bids on an individual basis, nor will the District accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

#### BIDDER COMMENT SHEET

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the District 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 Purchasing Agent 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.

# BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

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

# BRAND NAME OR EQUIVALENT

Whenever the District 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:

- 1. 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 District will accept.
- 2. 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.
- 3. If a sample is not required the District requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- 4. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.

- 5. It is the responsibility of the bidder to demonstrate equivalency of items offered.
- 6. In the event a bidder proposes a substitute, the bidder shall be obliged to pay for any testing and analysis necessary, in the sole and exclusive opinion of the District, to confirm that the proposed item is an appropriate substitute
- Bidders are to only bid brand name or equivalent. The District will not accept multiple bids on individual items.

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

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 — Chapter 57, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the bid package or prior to the award of contract will be cause for the rejection of the entire bid.

# Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

# **Construction Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor; 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file; 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and, 4) during the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier or fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

## CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent 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 District or the award of a contract. In the event a bidder contests any aspect of a bid, the bidder would be obligated to reimburse the District for legal fees and costs in defending against a bidder's unsuccessful challenge.

# 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.

Contractor is to comply with the New Jersey State Uniform Construction Code and construction codes of Morristown and Morris Township, where applicable. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirements.

## 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.

#### **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. The Board 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 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 District, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, when required.

If a formal contract is not required by the District, an approved and signed District Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

- Performance Bond in the total amount of the contract (if required);
- <u>Insurance Certificate</u> with the District as an additional insured (*if required*);
- <u>Affirmative Action Evidence</u> Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
- Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to Morris School District within ten (10) days of receipt of notification. 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 District. The District reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

## D. Renewal of Contract; Services

The District may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Purchasing Agent may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the District. 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 District 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 <u>General Specifications</u>.

#### F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence 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.

# 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

# **DELETION OF BIDDERS FROM BIDDERS LIST**

The District may delete the name of vendors from the District'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."

The Contracted Party, its Subconsultants or Subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq

#### DELIVERY

<u>FOB Destination</u>, <u>Freight Prepaid</u> - 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 District upon delivery and ownership by the District; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The District recognizes two (2) types of delivery:

#### A. Inside Delivery

Items are to be delivered to a District location and taken off the truck by transportation carrier personnel and brought to a designated area <u>inside</u> the school or office building.

# **B. Spotted Delivery**

Items are to be delivered to a District location and taken off the truck by transportation carrier personnel and brought to a designated area <u>inside</u> 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 District.

- Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the District.
- 2. 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.
- 3. Failure to assemble, setup, or erect items within the stated time may result in a <u>\$100.00 per day</u> assessment against the bidder for each day items are not assembled, setup or erected.
- 4. The District 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.
- 5. Specific delivery instructions are provided in the General Specifications.
- 6. *Please note!* All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the District'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 District to deduct penalties as per the schedule listed in the general specifications.

# **Delivery Times**

The contractor shall deliver items to the schools Monday through Friday 8:30 am through 4:00 pm. Vendors are to secure written permission from the Director of Facilities to deliver items during times other than previously mentioned. In case of rejected supplies or equipment, the seller shall be responsible for return transportation and cost of same.

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A..18a:-49.4 and 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

## **DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize himself with all forms provided by the District 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 Purchasing Agent for duplicate copies of the forms. This must be done before the bid date and time. The District accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

#### DOCUMENT SIGNATURES - ORIGINAL; BLUE INK

All documents returned to the District shall be signed with an original signature. 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 District will not accept facsimile or rubber stamp signatures.

# ESTIMATED QUANTITIES

It is the intention of the District to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the District 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 District.

#### 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 there under, 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.

#### 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.

#### 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 District to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

# **HAZARDOUS MATERIALS**

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

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

Vendors awarded orders for chemicals are required to provide packaging, labeling and Material Safety Data Sheets (MSDS) to the District, in accordance with federal law, 29 C.F.R. §1910.1200 et seq., and state law, 8 N.J.A.C 59:1.1 et seq., and shall enclose two copies of the Hazardous Subject Fact Sheet, and agree in accepting any award arising from this bid to comply with the NJ Labeling Law.

Notwithstanding any provision of the Bids, Specification or other documents herein relevant, no goods or services provided to the District may include or utilize asbestos or materials made with or including asbestos.

#### **INSURANCE AND INDEMNIFICATION**

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

General Liability -- \$2,000,000. General Aggregate

\$1,000,000. Products \$1,000,000. Personal Injury \$1,000,000. Each Occurrence \$50,000. Fire Damage \$5,000. Medical Expense

#### (A) Insurance Certificate - When Required

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

Morris School District

31 Hazel St.

Morristown, NJ 07960

Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.
 "Morris School District is named as an additional insured"

#### **OTHER INSURANCES**

<u>WORKERS COMPENSATION</u> 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
- Contract Liability: Same as General Liability
- Automobile Liability: \$1,000,000 Per Occurrence

#### (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, attorney's 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.

#### 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 Purchasing Agent must be received at least ten (10) days 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 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.

#### LIABILITY - COPYRIGHT

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

#### 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.

#### NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid. (N.J.S.A. 2A:93-6).

#### **PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the District 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 to the satisfaction of the District, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The District at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Receipts signed by persons receiving shipment and showing the date of delivery must be appended to all bills for supplies or equipment when they are rendered for payment.

#### Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

#### POLITICAL CONTRIBUTIONS DISCLOSURE - REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)

"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 (a2,3)

"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 (a4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

#### POLITICAL CONTRIBUTION DISCLOSURE STATEMENT - PAY TO PLAY

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.elec.nj.us.

#### 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 District will not accept substituted items that deviate from the items listed on the purchase order.

#### **QUALIFICATION OF BIDDERS** - Contractor Questionnaire Certification Form

The District 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 District as the District may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

#### **SAMPLES**

From time to time the Purchasing Agent may require the submission of samples either before or at the time of the bid, at no charge to the district, 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 Purchasing Agent will dispose of them as he sees fit.

#### 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.

#### SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the District 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 District without first receiving written permission from the Purchasing Agent.

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

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

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

#### **TAXES**

As a New Jersey governmental entity, the District is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 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 District. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

#### TERMINATION OF CONTRACT

If the District 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 District 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 District 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 District may withhold payment due the contractor and apply same towards damages once established. The District 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.

#### TRAVEL & EXPENSES

All reimbursements for travel expenses by vendors and District employees must comply with N.J.A.C. 6A:23A. Non-compliant expenses may not be reimbursed by the District.

#### WITHDRAWAL OF BIDS

#### Before The Bid Opening

The Purchasing Agent may consider a written request from a bidder to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any bidder who has been granted permission by the Purchasing Agent 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 District may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent 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 Purchasing Agent, 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 rebid. 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.

## **SECTION 5: Pricing Sheets**

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

# PLEASE REFER TO EXCEL SPREADSHEET:

"Bid# 20-001 MHS Athletic Uniforms 2020-2021.XLXS"

FOR BID UNIFORM ITEMS AND ASSOCIATED IMAGES.

## Morris School District Bid 20-001 MHS Athletic Uniforms

#### INSTRUCTIONS

This file has 10 sheets. To switch streets, look at the bottom-left of your screen and click on the desired tab.

#### Totals sheet (this sheet)

- 1. Company Name: Enter in the yellow box above
- 2. Bid Summary is calculated automatically for school, team and bid totals.
- 3. Print this page when your bid is ready -- and include in your sealed bid.

#### **Bid Item sheet**

- 1. Bid column: Select how you are bidding for each item: Exact item, Substitute or No Bid.
  - If bidding a substitute, you MUST enter a description in the Notes/Substitute column
  - Any item with a price but no selection in the Bid column is considered a bid for the exact item.
- 2. Price column: Enter unit price; extended price will be calculated automatically.
- 3. Notes/Substitutes column: Enter a description of your substitute (if any) or other notes.
- 4. Print these pages -- and include in your sealed bid.

# Submitting your bid

Signature & Date

- 1. Include this spreadsheet (on a CD or flash drive) with your sealed bid.
- 2. Include the printed pages of this sheet and the Items sheet
- 3. In case of discrepancies, the hardcopy responses will prevail over electronic submissions.

Team	3335	Total
SOFTBALL (G)	<b>65</b>	9,900.00
TENNIS (B)	<b>65</b>	3,086.52
INDOOR TRACK (B/G)	\$	4,460.00
FENCING (B/G)	\$	4,919.40
FIELD HOCKEY (G)	\$	7,350.00
VOLLEYBALL	\$	-
SWIMMING (B/G)	<b>6</b> 5	-
GOLF (B/G)	\$	-
BASKETBALL (G)	\$	5,759.28
		Totals
TOTAL BID		\$35,475.20

# Complete this section & Sign below to confirm you have read and will comply with the Specifications & General Conditions.

Company	Metuchen Center Inc
Address	10-12 Embroidery St
City, State, Zip	Sayreville NJ 08872
Main Phone	732-418-1388
Name	Al Douglas
Title	President
Direct Phone	732=418-1388
Email	jreddington@gardenstateapparel.com

6/4/2020

tering	S PACTURE OF LOGO		Months Colombia	
Metuchen Center Inc	UNIFORM COLCOR(S) & LOGO	Style Number: WHRDZB Body; Marcon — Style Number: WHRDZB Body; Marcon — Stoulder White — Side Inserts; Solid-White — Collary Patton 16/Colort (Marcon)/Colory (White) — Button Color: Marcon Readings; Bog Color; White — (RROWT) Toam Name: "Marchizown" Upper Contro Clost, 4", Angled Boush Script Font — (RAC) (Plancy Nume: "Colorial" Upper Back, 2", Wartical Arth Brush Script Font — (GAT) COLORS; White, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE, no outline — NUMBERING; Butch Script Font— CONTROL SWHITE — NUMBERING; Butch Font— CONTROL SWHITE — NUMBERING; Butch Script Font— CONTROL SWHITE — NUMBERING; Butch Font— CONTROL SWHITE — NUMBERING; Butch Script Font— CONTROL SWHITE — NUMBERING; Butch Font— CONTROL SWHITE — NUMBERING; Butch Script Font— CONTROL SWHITE — NUMBERING; Butch Font— CONTROL SWHITE — NUMBERING; Butch Script Font— CONTROL SWHITE — NUMBERING	Style Number: WHRD2B Body; White – Stouder and Siever; Solid / Maroon – Side Inwars: Solid/Maroon — Collar; Petton 66/Colort / Maroon/Colort / White – Button Colort Maroon/Colort / White – Button Colort Maroon Rabinities, 1906 Colort / Maroon (RROMT)Toan Name: "Anarctisown ' Upper Conter Chost, 4", Anglod Brush Script Font – (BACK)Blaver Name: "Colorable" Upper Bod, 2", vortical Arch Brush Script Font – (BACK)Blaver Name: "Colorable" Upper Bod, 2", vortical Arch Brush Script Font – COLORS: Maroon, no outline – NUMBERING: Buch Script Font, Color 'Maroon, no outline ***NO SUBSTITUTIONS***	Sryle Number: WINGH Black
A second of the second	UNIFORM NUMBER(S) - Note how associated with ske(s)	Medium, Simal, sty, though G T strengly G T	Meddlum, Samil, 14, 1 through 6 g.  144 Ar. Victorial, 2 d. Strong, 2	٧/٧
	UNIFORM SIZES (must match quantity column)	Small – 12 - 30 Lurgo – 4 Xlargo – 4	Small 12 - 30 Lorgo 4 Xlargo 4	Smail – 12 Modium N/A - 30 Largo – 14 Xlargo – 4
	DESCRIPTION	Rewinds Subtracted Vormon's Stotelal Janesey Rewinds Subtracted Vormon's Stotelal Janesey and Stewer Soild / White—Side Inserts: Soild/White - Collar, Plenton-Olicial Collar (White) - Button Golford, Marcon Rewinds Logo Collar (White) - Button Color, Marcon Rewinds Logo Color (White) - Button Color, Marcon Rewinds Logo Color (White) - Button Color, Marcon Stotela Color (White) - Button Color Marcon Stotela Color (White) - Button Color White Soil Color (White) - Button Color (Wh	Rewinds Subtrated Vicenser's SCHELL largery and Rewinds Subtrated Vicenser's Schell Jureacy and Stews Schell vicenser's Schell American Stews Schell American – Subtrate Schell American – Subtrate Schell American – Subtrate Schell American – Buttan Schell American – Buttan Schell American – Buttan Schell American – Schell American – Subtrate Schell American – Subtrate Schell American – Compart – Manner's Monthly Laper Butta, 2-y Vertical Actor School Namer, School William – Super Jureacy – Subtrate School School – (Bott School Popularian – Super School Popula	Rawings Womon's Stock Softball Pant – Style Number: WINCH – Calon: Back ***NO SUBSTITUTIONS***
	Vendor Notes/Substitute	Adidas Mid Dyñasy 2.0	Adidas Mid Dynasty 2.0	Addas Dismond Queen
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A STATE	TEAM	SOFTBALL (G)	SOFTBALL (G)	SOFTBALL (G)

Metuchan Center Inc	PICTURE OF LOGO				
Metuc	UNIFORM COLOR(S) & LOGO	The bid is for 34 maroon shirts w/white embroidered lego. Again; WHITE LOGO, I didut have a picture - only the one with marroon lettering on the logo. But the same logo model is good.	The bid is for 34 black shorts w/ white embroidered logo. Again: WHITE LOGO, I didn't have a picture - only the one with marroon lettering on the logo. But the same logo model is good with white lettering against the black shorts.	The bid is for 34 white shirts w/ marcon embroidered logo, Again; Marcon LOGO, The picture above is good.	The bid is for 34 maroon shorts w/ white embroidered logo. Again: White: DGO, I didn't have a picture, only the one with marroon lettering on the logo. But the same logo model is good with white lettering against the marcon shorts.
	UNIFORM NUMBER(S) - Note how associated with sixe(s)	There are no numbers	There are no numbers	No numbers	No numbers
	UNIFORM SIZES (must match quantly column)	3 XL, S L, 22 M, 4 S	3 XI, S L, Z2 M, 4 S	3 XL, 5 L, 22 M, 4 S	3 XL, 5 L, 22 M, 4 S
	DESCRIPTION	Holloway Converge Polo Shirts: Dry- Excel** 4.5 ounce 100% polyostre small grid mesh back and inserse with true hue technology** that holps prevent dy migration * Wick moisture * Tagless label * Throe-button placket * Ragian sleeves * Throe-button placket * Ragian sleeves	Holloway Whiek 2.0 Shorts: 100% polysete wakefing fruit with true huo polysete wakefing fruit with true huo technology in that helps prevent dye migration. Wicks moisture. Odor mesteant 1 rapless leads 2-horb brushed back elastic waletband with inside drawcord. Side seam pockets. Side vents. Purch inseam. Vouth throwarm graded	Holloway Carverge Pole Shirts: Dry- 3 XL, 5 L, 22 M, 4 S Excell 4, 4 source 100% polyester small grid mesh back and insorts with rute hace hack and insorts with rute hace behandogy** that holes provent dyo migration * Wick moisture * Tagless label * Throe-button placket * Taglian sloavas	Holloway Whisk 2.0 Shorts: 100% polyoster width with true hub technology widthing the prevent dyo migration * Wicks moisture * Odor rosistant * Tagless label * 2-Inch hushed back elastic whistiand with hisled drawcord * Side seam pockets * Side vents * B-Inch inseam graded
	Vendor Notes/Substitute				
	EXTEND	\$948.26	00,5895,00	5948.26	06,5595,00
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MS) PETURE OF LOGO	WOHRISTOWN		WORRISTOWN S	
UNIFORM COLOF	Maroon with White print	Maroon with Whito print	White with Marcon print	Maroon with white stripe down side on split shorts
UNIFORM NUMBER(S) - Note how associated with size(s)		\ <del>\</del>	NA	NA
UNIFORM NUMBER(S) - UNIFORM SIZES (must metch Note how associated with quantity column)	25-small , 2- oxtra amall . 5 NA. modium , 2 Large , 1%- Large	25-small , 2 - extra small , 5 NA modium , 2 Large , 1X-Large	SS small , 20 medium, 5	35 small , 20 modlum, 5
DESCRIPTION	Womens Adicas Compression Tank Maroon with "Morrisown" archad over center chest in main. There is a white stripe down the acide of the tank. W COMPRESSION TANK GRA 47420V LIMWI	Womens Addas Utility Run MARCONWHITE-LMW 723PWLMW4 White stripe down the side.	Mens Nike running singlet track and field color: White with "Morristown" printed in marcon march dove constrer chest SP1909 171-18B 886822-100	Mons Nike numing shorts color/Naroon with white stripo down the site apilt 835877-670 091202913403
Vondor Notas/Substitute			Addust Toom	Addda Tom
DOTEND Von	330,000 51,050,000	\$770.00	\$1,320.00	\$2.00 \$1,320.00
PRICE	\$30,00	\$22.00	\$22.00	\$22.00
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7. C.	NFORM COLOR(S)	Marcon, Black White (380)	<b>-</b> ₩	Marcon, Black White (045)	and the state of t	(420), Black White	Mercon, black White (090)
	2 2	» pro(s)		·			
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	UNIFORM SZZ	guantity 3 Small, 12 Med 3 XL, 1 XXL		2 X5, 6 Small, 14 Medium, 6 Lenge, 2 XL	, and 62    1 - 2 6	S XL, 1 XXL	2 XS, G Small, 14 Medtum, G Langs, 2 XL
		Weld Full Zip Jacket - 229548 - MENS - MAROON/WHITE - With Club Logo on Front,	"Morristown Fending" across the back. Vinyl Artwork. NO SUBS	Ladies Wind Jacket - 2 x5, 6 5m 2295743 - AAR-OOK/WHITE Large, 2 XI. With Club Logo on front, Whortstawn Fending' Artwork, NO SUBS		Weig Pain. 2.23544 BLACK/WHITE - WEN CIB Logo on front thigh. Viewl Artwork. NO SUBS	aelier Weld Jogger - 2 XS, 6 Sre 22079- BLAC - with Club Lange, 2 XI, Lago or frost bilb. Virvi Artwerk. NO SUBS
	11/2	Vendor Notes/Substitute					
		EXTEND	\$45.89 \$1,379.70		\$45,99 \$1,379.70	02.805.18	21,065.00
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	PICTURE OF LOGO			-	
Centur Inc	PICTUR				
Metuchen Center Inc	UNIFORM COLOR(S) & 1060		Uniform Jersey white with maron deall, Uniform Logo should be ALL MARCON with ARCON unmbers. Numbers should appear MARCON on the front and back of the jersey		
AND AND PROPERTY OF THE PARTY O	UNIFORM NUMBER(S) - Note how associated with size(s)	8 #7-10 Srnall #11-25 Medium, #28-33 Large, w 1934-35 XL Y fr	#1-10 Small, #11-25 Modlum, #26-33 Largo, #24-35 XL		
	UNIFORM SIZES (must match Note how associated with quantity column) sto(s)	10 - small, 15 medlum, large, 2 XL	10-anali, 15 medlum, 8 largo, 2 XL	t0 - small, 20 modlum, 3 largo, 2 Xt.	-
	ÇAN X	#UTULV151W MarYWht emplre racerback Jersey NO SUBS, with white numbers	#UTULV151W WhtWhth ompire receivers, lersoy NO SUBS with Marcon numbers	#UTULKSSOW Mar/Whi Kilt , NO SUBS	
GOOD STATE OF THE CHIEF SHE	Notes/Substitute	Mary Prospect	Adiláse Prospect	Addae Propoct	
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The second secon	PICTURE OF LOGO: X::					n,
			Morristow Volleyball		52	72 MAGUZENBARA
Matuchen Center Inc	UNIFORM COLOR(S) & LOGO	Side Opposite Logo - M. Streight, Color - White Bolow Name - Name = VOLLEYBALL, Streight, Color - White	Back Name = MORRISTOWN VOLLFYBALL Straight, Fork = Burcau, Color = Dark Maroon, Front Logo = Left breast, straight, Block M in volleyball	Emboldered logo Centored under Nike Logo, Emboldered Number Centered under Volleyball Logo	Dody/Lett and Right Collar/Lower Steeve = Team White Front Warnero Light Collar = Team White Front Warner = 4" font = Burseu it, Color = White Back Manner = A"CREISTOWN, Straight, Font = Burseu, Color = White Bight Steeve = LADY, Straight, Font = Burseu, Color = White Right Steeve = LADY, Straight, Font = Burseu, Color = White Lot Steeve = COLONIALS, Straight, Font = Burseu, Color = White	Body/Leit and Right Collar/Lower Steeve = Team Whitever Steeve = Team Upper Steeve/Back Collar = Team Dark Kurcon Front Number = 4", Fant = Burcou II, Color = Dark Marcon Buck Name = MORRESTOWN, Straight, Font = Burcou, Color = Dark Marcon Color = Dark Marcon Buck Number = 6", Font = Burcou II, Color = Dark Marcon Right Steeve = IADY, Straight, Font = Burcou, Color = Dark Marcon Color = Dark Marcon Color = Color = Dark Marcon Color =
- INFORM NUMBERS	Note how associated with			15 with numbors #1-15 5 without numbor	1-6, 2-6, 3-8 feel. 2- Mac M 7-4 8-5 8-5 10- XL 11- L, 12- L, 13- L 14- M, 12- M	145, 246, 346 441. 741. 741. 845. 844. 115-X12-1, 138-1, 1
	UNIFORM SIZES (must match Note how associated with quantity column)	XS = 2 S p p g M u S L = 7 XX c 2 XX u n 1	%5 = 3 5 = 3 6 = 3 1 = 5 1 = 7 1 X X = 2 2 X X L = 1		S * 4 M = 5 M = 5 M = 2	S=4 M=5 M=5 XLe 3
	DESCRIPTION		N X X	NIKE TROUT VAPOR BACKPACKPURE PLATINUM/PURE SUBS	NIKE DIGITAL VAPOR ELITE LONG SLENE JERSEY NO SLUBS	NIKE DIGITAL VAPOR LEUTE LONG SLEVE JERSEY NO SUBS
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Metuchan Conter Inc		PICTURE OF LOGO		MOLENS TOWNS AS SWEET OF THE SECOND AS SWEET	MORRISTOWN	A CONTRACTOR OF THE PROPERTY O
M Comment of the National Comment	UNIFORM COLOR(S	& L0GO	•			`
States and the second	UNIFORM NUMBER(S) - Note how associated with					
	UNIFORM SIZES (must match   Note how associated with   UNIFORM COLOR(S)	quantity column)	yes: sizzs= 28≈ 5, 30 = 20, 32 =10, 34= B		SICE: 56=4 28=14, 30=18, 32=14, 34=10, 36=2, 38= 2, 40=2, 58= 14, 74=0m NO SUB	
	- 100	DESCRIPTION	Swim suit, "TPK Allianco Team Splied on male jammer, blackburgandy plang (883), Team logo, BACK OF RIGHT LEG: "MORTSIT'OWN' in white leafers with wine outline, 2" from bottom of log. SIZES: 28-6", 30-20, 20-4, 3-4, 2-8, 20-6 Addaway Swimwear Whiter 2010, pg 18. NO SUBS - Must match ourrent suits	Swirming Cap: Imprinted eustern, Lack-Crange, printed one coloron two sides, mareon lettering. Model 100	Swirn Sult, black/burgandy, wonnen's Thy Adiance T-54 LAXB& NISLITA- (063), CENTER CHEST: "MORBISTOWN- imprinted 3-1/2" from top of sult, por attached logo. SIZES: 26 – 4 28=14, 30=18, 32=14, 34=20, 36=2, 38=2, 40=2. See TYR.com NO S	Swirming Cap; Imprinted custom, Latex, Orange, printed one coloren the sides, muroen lettering, Model 190
	11.0	Vendor Notes/Substitute				
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Matuchen Conter Inc OR(5) PICTURE OF LOGO	A STATE OF THE STA		JIO O CONTROL OF THE PROPERTY		JROO A STATE OF THE STATE OF TH
JNIFORM COLOR			-		
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Marin	Stees Small (4) Medium (6) Large (2)		Stee : Medium G Large 3	Stees; Moodlum (6) Large (2) XI. (2) XOL. (2)	Shos; Medlum (5) Large (4) XI. (3) XOL. (2)
Notes Asbertante DESCRETION	Polo # 100%  Le Back Panel as Logo Right llation -On r Golf" in	Taylor Made Performance Front Hit Hat Hinds Addood (White) Performance Tribbhoeight Fabric with 50 UPS Sami Structure Construction with Adjustable tuck in strap Moleture wickling sweathand 100% Appresst Taylorizande emivoldered on int side panel "MMS GOLE" fin Black on in His Side panel "MMS GOLE" fin Black on Right side panel "MMS GOLE" fin Black on Planel (NO SUBS)	Adidas Citinalites Solid Polo # 2256.14 Color Sisses : Medium 6 Larges 3 (White Solid Polo # 2256.14 Color Sisses : Medium 6 Larges 3 (White Sisses S	Under Armour Stripe Mix Polo # 1348073- 1300 (Whitely Back) Story And Pick And Pill Entric Breath-bale & Lightweight Quick Day for All Day Comfort And Odor Tochhology, UP 35-04 potention Colosbiock design with added piping detail - On Left Slevoe "Monfistown over Goif" in Black (NO SUBS)	Addas 3 Stripe Midwelght Quarter Zip if F19379 Within Black). Attacked 70% Rac Polycater 13% Elastine Fit Regular Midwelght Layering for Protection on Course Half Zip with Stand Up Collin Contrasted Stripes on Right Slower Contrasted Heat Transfer Addas Logo on Back Conter Neck On Left Sleeve "Morriscown over Golf" in Black (NO 5UBS)
EXTEND	80.00	\$0.00	00'00\$	00'0\$	\$0.00
PRICE					
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MACTIFICATION OF THE PROPERTY	(5/8) ,105	(b/8) J009	(o/ti) Jooo	(5/8) J 1005	(9/a) JOB

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Senter Inc.	No pictures					
Metuchen Genter Inc. UNIFORM COLOR(S) & LDGO		Maroon Jorsey, White Letters & Munber, RROYA - 4"Tall Block Numbers, "MORRISTOWN"  Block letters upper front. BACK  G" Tall block numbers	Whitn Shorts	Maroon Shorts	Sport Grey Hoodle w/ WORRSTOWN BASKETBALL* Maroon block lettering upper front	Sport Gray Swaatpants
UNIFORM NUMBER(S) - Note how associated with size(s)	2 Smalls Mediun 32, 41), 10, 11, 10, 11, 5 44), 2 E 50)	25male; (if s - 3, 21), 5 Modlum; (if s - 2, 14, 15, 32, 41), 9 Lorge; (if s - 4, 10, 11, 21, 22, 23, 30, 33, 44), 2 Extra Large; (if s - 5, 50)	-		·	
UNIFORM SIZES (must match Note how arroclated with quantity column strong sizes)	2 snaib, 5 modlum, 9 large, 2 Xt.	2 smalls, 5 medium, 9 largo, 2 Xt.	2 smalfs, 5 modium, 9 large, 2 XL	2 smalls, 5 gradlum, 9 largo, 2 XL	3 smalls, 15 modlum, 15 largo, 2 XL, 1 XXL	smails, 15 medium, 15 largo, XL, 1XXL
DESCRIPTION	mourfuse Mou	Under Armour Jensey top, Armour tosa Design: TREY (ULDTREY): Soby = Design: TREY (ULDTREY): Soby = Marcon, Outside shider stripe Adaron, Outside shider stripe = White, Begins and Sider stripe = White, Begins Sider stripe = White, UA lege = White,	Under Armour Game Shorts.  Under Jiewan Game Shorts.  Short UNGSTAN, Dosign: TREY  Short UNGSTAN, Dosign: TREY  CUIDTREY! Body = White, Fromt  Short Body = White of Fromt  Graphic, Bottom Stripe = Marcon UA  Lago = Marcon	UnderArmour Game Shorts.  Lighter Campain Campain Shorts Short UNSGNY, Design: YRPIT Short	Glden 125 (902) Hoodie	Gliden 123 Swetpants Open Bottoms 3 smalls, 15 medium, 15 largo, W/Pockors 2 XL, 1 XXI.
Vendor Notes/Substitute	reacted to exist this	CAROLDAN SAN		azy Esploston	3.4 (4.4 44.3 3.4)	U S
EXTEND	665.00 \$1,170.00	\$1,170,00	885.00 \$1,170.00	\$1,170,00	\$647.64	
PRICE	\$65.00	888	965.00	\$65.00	\$17.99	
QIQ	substitute	substitute	o napagama	substitute	palipods	polypoots a
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σu			103	1.8	96	
QI .	BBALLIOI	B8A11102	38AL1.103	BBALLOA	BBÁLLIOS	
TEAM ID QITY	Basketball (G)	BASKETBALL (G)	BASKETBALL (G)	BASKETBALL (G)	(D) PASKELBALL (C)	Baskerbaii (G

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# **SECTION 6: Logos and Images**

Bid 20-001: Morristown High School Athletic Uniforms Opening: 10:45 AM, Thursday, June 11, 2020

# PLEASE REFER TO EXCEL SPREADSHEET:

"Bid# 20-001 MHS Athletic Uniforms 2020-2021.XLXS"

FOR BID UNIFORM ITEMS AND ASSOCIATED LOGOS & IMAGES.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY DIVISION OF REVIAUE PO DOX 252 TRENTON, HE DUOTO 2522

TAXPAYER NAME:

METUCHEN CENTER INC.

ADDRESS:

10-12 EMBROIDERY ST SAYREVILLE NJ 08872-1809 EFFECTIVE DATE:

03/15/45

TRADE NAME:

SEQUENCE NUMBER:

0099899

**ISSUANCE DATE:** 

02/19/13

Director New Jersey Division of Revenue

FORM-BRC (04-09)/D20584644444 Inis Certificate is HOT assignable or transferable. It must be conspicuously displayed at above address

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed belownas 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 R-2026

METUCHEN CENTER, INC. 10-12 EMBROIDERY STREET SAYREVILLE

NJ 0887

ELIZABETH MAHER MUQIO State Treasurer

# Metuchen Center Inc. Dba Garden State Apparel 10-12 Embroidery St Sayreville NJ 08872 732-418-1388 fax 732-246-3341

# **REFERENCES**

Plainfield Board of Education 1200 Myrtle Ave Plainfield NJ 07063 John Quinn 908-731-4393

Hoboken Board of Education 158 Fourth St Hoboken NJ 07030 Derek England 201-356-3725

Passaic Board of Education 101 Passaic Ave Passaic NJ 07055 Kimberly Kenny 973-470-5600