



# TOMS RIVER MUNICIPAL UTILITIES AUTHORITY



## REQUEST FOR PROPOSALS

### PROPOSAL INFORMATION AND SPECIFICATIONS

Printing and Mailing of the 2026/2027 Annual Sewer Bills, Reminder  
Notices & Fixture Surveys

#### DUE DATE AND TIME

April 29, 2026

10:30 AM

Toms River Municipal Utilities Authority

340 West Water St

Toms River, NJ 08753

## **TOMS RIVER MUNICIPAL UTILITIES AUTHORITY**

### **Request for Proposals**

Notice is hereby given that Bernard W. Rutkowski, QPA of the Toms River Municipal Utilities Authority, County of Ocean and State of New Jersey, will on Wednesday, April 29<sup>th</sup> at 10:30 a.m. at the Toms River Municipal Utilities Authority, 340 West Water Street, Toms River, NJ receive proposals for the following:

Printing and Mailing of the 2026-2027 Annual Sewer Bills, Reminder Notices &  
Fixture Surveys

Specifications are available in the Office of the QPA, 340 West Water Street, Toms River, New Jersey 08753 and may be picked up during normal business hours, Monday through Friday, 8:00a.m. to 4:00 p.m. Any additional information may be obtained from the Office of the Executive Assistant, Christina Diamante, by calling 732-240-3500, ext. 114.

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

Bidders are required to comply with:

1. Affirmative Action Regulations requirements of N.J.S.A. 10:5-31 et. seq. and N.J.S.A.C. 17:27.
2. P.L. 2004, c 57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

By Order of

Bernard W. Rutkowski, Executive Director

**REQUEST FOR PROPOSALS**  
**Toms River Municipal Utilities Authority**  
**Printing and Mailing Services**  
**2027 Annual Bills, 2026/2027 Reminder Notices & 2026 Fixture Survey**

It is the desire of the Toms River Municipal Utilities Authority to enter into contract with a company to provide the materials, labor and mailing services for its 2027 Annual Sewer bills (bills mailed in Dec 2026), 2026 & 2027 Reminder Notices and 2026 Fixture Survey. It will also be the responsibility of the successful vendor to pre-sort for the best postage discount using software that verifies addresses and assigns zip+4 and delivers to the post office in travel order. The Authority will pay the vendor for the cost of the postage upon verified count. This RFP will be divided into three (3) sections; award of contract will be based on total of section 1, 2, 3 and 4. Any questions regarding this RFP should be directed to Michael Lee, Chief Financial Officer at 732-240-3500, X 119.

This proposal solicitation provides for the award of two (2) one-year contracts, with the second year award contingent upon the successful completion of the first year contract. Prices will remain firmly fixed for the duration of the contract.

Proposals are due on Wednesday, April 29, 2026 at 10:30 AM. Please return to the Toms River Municipal Utilities Authority, 340 West Water Street. Toms River, NJ 08753, attention Bernard Rutkowski, Executive Director, on the aforementioned date and time when they will be publicly opened and read aloud.

The bidder must have a minimum of five (5) years' experience in the printing of sewer bills for NJ Sewerage Authorities or Municipal Utilities Authorities. Bidder must provide name, address, telephone number and contact of at least two (2) NJ Sewerage Authorities or Municipal Utilities Authorities they have serviced. Please use the enclosed form.

Award of this proposal will be based on price and other factors considered.

The successful bidder shall not sublet, sell, transfer, assign or otherwise dispose of this contract without permission in writing of the Authority.

In case of default by the bidder, the Authority may procure the items from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Bidders are required to comply with the requirements of P.L. 2004, c.57 and P.L. 2009 c.315 with regards to Business Registration Certificate. Bidder must have in their possession a Business Registration Certificate prior to submission of proposal. A copy of your organizations Business Registration Certificate should be submitted with your proposal or prior to award of proposal.

It is understood by the bidder that this proposal is submitted on the basis of specifications prepared by the Authority and the fact that any bidder is not familiar with the specifications or conditions will not be accepted as an excuse. **Samples are enclosed with these specifications for the bidder's clarification. No deviations will be considered.**

Vendor must have experience with and be able to receive and convert Edmunds Billing data base for printing. Additional printing of specific language required. Services to include printing, folding and insertion of annual bill with four (4) return envelopes and a letter into envelopes. Annual bills are generated in December of the following year and the contract will be for 2027 bills, the reminder notices are for 2026/2027 and the fixture survey is for 2026. Vendor must pre-sort for postage discount and deliver to post office in travel order. Bills must be mailed First Class. See attached sample for quality and page layout. Vendor must be able to identify various coded accounts and return bills to the Authority. Prior to the printing of the bills a proof will be delivered to the Authority CFO for review and acceptance.

**TRMUA printing and mailing 2026/2027 annual sewer bills, reminder notices and fixture survey. Specifications and Proposal .**

**1 Annual Bills**

Quantity	Description	Amount
45,000	8 ½ x 11, two (2) sided, blue ink micro perforations horizontal and vertical on stock provided in the sample.	

**2 Reminder Notices**

Quantity	Description	Amount
40,000	8 ½ x 11, perforated, (1) one sided, ink color as per sample on the stock provided in the sample. Reminder notices will be mailed out four 3-4 times a year and will consist of approximately 10,000 notices per mailing.	

**3 Envelopes**

Four (4) types specified- supply and print. Prices will be based on quantities of 1,000. Envelopes (c) and (d) shall be delivered to the Authority, all other envelopes and forms shall be stored at the Vendor's location.

Quantity	Description	Amount	
		Cost / 1,000	Extended
a 85,000	#10, Enlarged Left Front Window, return address, blue ink, Vendor's postal indicia sample included.		
b 170,000	6 inch return envelopes, blue ink, and sample included.		
c 5,000	#10 Non-Window, return address, blue ink, sample included.		
d 5,000	#10, Enlarged Left Front Window, return address, blue ink, Vendor's postal indicia sample included.		

**4 Miscellaneous Mailings**

Quantity	Description	Amount	
		Cost / 1,000	Extended
42,000	One page 8 ½ x 11 -printing, processing, and mailing		
25,000	One page 8 ½ x 11 -printing, processing, and mailing - Fixture Survey		

TRMUA printing and mailing 2026/2027 annual sewer bills, reminder notices and fixture survey.  
 Specifications and Proposal .

Item	Description	Bid Amount
1	Annual Bills	
2	Reminder Notices	
3	Envelopes (a+b+c+d)	
4	Miscellaneous Mailings	

Total Bid (Items 1-4)

<b>Company Name</b>	
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<b>Address</b>	
----------------	--

<b>City</b>		<b>State</b>		<b>Zip Code</b>	
-------------	--	--------------	--	-----------------	--

<b>Contact Person</b>	
-----------------------	--

<b>Telephone</b>		<b>Fax</b>	
------------------	--	------------	--

<b>E-mail</b>	
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<b>Signature</b>		<b>Date</b>	
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## Business Registration Certificate

In compliance with P.I. 2004, C.57, starting September 1, 2004, all business organizations and individuals that do business with the Toms River Municipal Utilities Authority are required to be registered with the State of New Jersey and provide proof of that registration to the Authority, Qualified Purchasing Agent.

The business organization and individual must be registered at the time of the proposal submission and proof of such should be included with the submission. Proof must be submitted prior to award. The proposal will not be considered for award if the business organization and or individual is not registered at time of submission or failure to submit proof prior to award.

There is no charge to obtain a certificate. Businesses can obtain a certificate by calling 609-292-1730 or at [www.nj.gov/njbgs](http://www.nj.gov/njbgs). Individuals performing personal services can obtain a certificate by calling 609-272-1730 or at [www.nj.gov/treasury/revenue/pdforms/regc.pdf](http://www.nj.gov/treasury/revenue/pdforms/regc.pdf).

The Business Registration Certificate should not be confused with the Public Works Contractors Registration Act required for construction projects of the Certificate of Authority.

Samples of acceptable Business Registration Certificates are included in this package.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

THESE ARE THE ONLY ACCEPTABLE FORMS

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)


TRADE NAME: **CLIENT REGISTRATION**

SEQUENCE NUMBER: **0107330**

ISSUANCE DATE: **07/14/04**

*John S. Tully*  
Acting Director

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

  
**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**

**20041014112823533**



## **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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Company: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The successful bidder shall submit to the public agency and the State of New Jersey, Division of Purchase Property Contract Compliance Audit Unit EEO Monitoring Program (hereinafter the "Division"), after notification of award but prior to execution of a goods and services contract, one of the following three documents as forms of evidence:

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

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed initial Employee Information Report, Form AA-302 as submitted to the Division with the assigned fee.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. It is not required to be submitted with the bid documents at the time of the bid opening.

The successful vendor(s) must submit the copies of the AA302 Report to the Division. The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

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

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

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

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

The contractor and the Toms River Municipal Utilities Authority (hereafter the "Authority") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42U.S.C. 5121 01 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority, or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Company: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**

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

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership       Limited Partnership       Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

- I certify that 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.

**OR**

- I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**NON - COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :  
COUNTY OF :

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
**(name of affiant)** **(name of municipality)**

In the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
**(title or position)** **(company submitting bid)**

the bidder making the Proposal for \_\_\_\_\_  
**(title of bid)**

and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Toms River Municipal Utilities Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
**(company submitting bid)**

Subscribed and sworn to  
before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_ 20\_\_\_\_

Firm \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, 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.

*(Include the following only for boards of education)*

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

Company: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_