

TOWNSHIP OF WYCKOFF

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that sealed bids for the below listed item will be received by the Township of Wyckoff, Bergen County, New Jersey on Thursday, December 20, 2018, 11 am prevailing time in the second floor Court Room in Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey.

**CREATIVE AND CRAFTY KIDS RECREATIONAL PROGRAM
FOR KIDS GRADES K-2**

Specifications may be obtained in the office of the Township Administrator, Room 106, Wyckoff Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, must be addressed to the Township of Wyckoff and plainly marked, **“BID FOR CREATIVE AND CRAFTY KIDS RECREATIONAL PROGRAM.”**

Each bidder is required to have a Business Registration Act Certificate from the New Jersey Department of the Treasury/Division of Revenue, 609-292-1730 prior to the date of the bid opening.

The Township Committee reserves the right to waive any technicalities as may be deemed best for the interests of the Township of Wyckoff. The Township of Wyckoff also reserves the right not to consider any bids in accordance with the law.

Bidders are required to comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27.

Joyce C. Santimauro
Township Clerk

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Section I - INSTRUCTION & REQUIREMENTS

1. The intent of this specification, it is for the Township of Wyckoff to make an award on a firm, fixed unit price per participant basis to a competent and qualified vendor to provide a Creative & Crafty Kids Recreational Program for Grades K-2 in accordance with the bid specifications. Bidders agree and acknowledge that they shall consider the Township of Wyckoff as a priority customer.
2. Bids must be submitted in ink or typewritten only.
3. The Proposal (cover) sheet must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.
4. In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Township, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, 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, exceeding the 10% ownership criteria established in this act has been listed. This statement is required to be submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.
5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
6. Should the bidder wish to state any exceptions to the specifications, he must do so on company letterhead attached to the formal bid referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions. The bidder shall explain in thorough and complete detail how the exception taken meets or exceeds the specification requirement. All must be neatly printed in ink or typed. Attaching sales information or specification sheet is not acceptable. It shall be clearly understood that if no exception or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Proposal Page and the technical specifications that exceptions and/or substitutions are taken.
The bidder shall provide with the bid this information and in this form to allow the Township of Wyckoff to determine if the exception and/or deviation proposed by the bidder clearly meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Township Administrator to be a non-responsive bid to the specifications and will not be considered for an award.

Section I (continued)

The bidders shall provide with the bid this information and in this form to allow the Township of Wyckoff to determine if the exception and/or deviation proposed by the bidder clearly meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Township Administrator to be a non-responsive bid to the specifications and will not be considered for an award.

All deviations shall include attached samples to allow evaluation as to equivalency. Bid submissions that do not follow this procedure shall be considered non-responsive to the specifications and not be considered. Therefore, the bidder in completing a bid, understands this requirement and is fully aware that any deviation not listed on company letterhead, explaining and including an attached sample, will not be considered. The Township of Wyckoff shall be the sole determinant of what is an approved equal.

- 7 The Township reserves the right to award this bid in whole or in part.
- 8 The Township reserves the right to not consider any or all bids which are non-responsive to the bid specification and to waive any technicalities allowed by law and also reserves the right to select the successful bidder or bidders whose proposal does, in the opinion of the Township Committee, best meet the needs of the Township.
- 9 All work must be completed in a workmanlike manner using industry standard materials and must be completed in a timely fashion.
- 10 The successful bidder will be responsible for beginning the work after receiving notice by the Township of Wyckoff Recreation Director.
- 11 All bids must be enclosed and received in a sealed envelope and plainly marked on the outside "**BID FOR CREATIVE & CRAFTY PROGRAM.**"
- 12 Any questions regarding this bid should be referred to Mr. Andrew Wingfield, Township Recreation Director, at 201-891-3350 on weekdays from 9:00 a.m. to 3:00 p.m.
- 13 During the performance of this contract:
 - A The parties to this contract agree to incorporate into this contract, the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975. C.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
 - B The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Section 5.3

Section I (continued)

- 14 The Township of Wyckoff awards contracts or rejects all bids within sixty (60) days. Exception to this schedule would be in accordance with N.J.S. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for the sixty (60) days or longer or otherwise agreed to by the Township and the bidder. The successful bidder shall execute the attached form of contract.
- 15 THE SUCCESSFUL BIDDER SHALL NOT ASSIGN, CONVEY, TRANSFER, SUBLET OR OTHERWISE DISPOSE OF THE CONTRACT OR ANY PART AND/OR TO ANY OTHER PERSON, COMPANY OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE TOWNSHIP COMMITTEE.
- 16 Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated. The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidders' hand delivering bids who arrive late or to the wrong location.
- 17 THE SUCCESSFUL BIDDER WHOSE BID IS ACCEPTED WILL BE HELD RESPONSIBLE FOR ANY LOSS OR ERROR ARISING FROM HIS FAILURE OR MIS-UNDERSTANDING OF THE REQUIREMENTS LISTED IN THE SPECIFICATIONS.
- 18 The successful bidder will provide all necessary tools and equipment required to start and complete the job.
- 19 The successful bidder shall be responsible for providing an Affirmative Action Employee Information Report or completing a multi-part form after the bid opening and before a contract award.
- 20 Bidders shall sign the attached Non-Collusion Affidavit.
- 21 The bidder, by submitting a bid, attests to the fact that neither he or she, his or her company, nor any subcontractor are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and subcontractors).
- 22 Equal or tie bids. The Township of Wyckoff reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of the Township of Wyckoff.
- 23 The Township is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and sales tax, and local taxes.

Section I (continued)

- 24 It is required that all bids are based upon the specification unless the bidder stipulates to the contrary in letter form to be attached to bid submission. Bidder shall not type changes on bid specification forms. The letter shall point out in detail any and all deviations from the specification.
- 25 The bidder shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
- 26 The Township is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and sales tax and local taxes.
- 27 Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.
- 28 The successful bidder will be required to comply with all applicable provisions of the NJ Public Employees Occupational Safety and Health Act, (NJAC 34:6A-25 et. Seq.), when providing any materials, supplies or services as a part of this contract.
- 29 The Township will not be responsible for verbal responses or instructions to any person or persons to inquiries as to the intent or meaning of the specifications, previous to or after the award of the Contract. Should any bidder or bidders be in doubt as to the intent of the specifications, or the meaning thereof, he or they may make inquiry in writing no later than three (3) days before proposals are to be received. The question and response, if necessary, will be communicated to all bidders.
- 30 ERRORS AND OMISSIONS: If any apparent error or omissions appear in the specification, or other documents, the contractor shall, within three (3) days before the receipt of bids, or sooner if possible, notify the Township in writing of such omission or error. In the event of the contractor's failing to give such notice, he will be held responsible for the result of any such errors or omissions and the cost of rectifying same.
- 31 If the price is different in numbers and words, the price bid in words shall be determined as the official price bid.
- 32 No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or others conducting business with the Township of Wyckoff.
- 33 The successful bidder shall make payment to the Township of Wyckoff Recreation Director on the first day of the camp week.
- 34 The successful bidder shall be required to sign a separate Hold Harmless form.

Section I (continued)

- 35 All bidders, in preparing and submitting a bid, represent that they will faithfully provide the summer multi-sport camp as provided for in Section II – Technical Specifications, if awarded a contract, and recognize that they take all risks in the event the registrations do not meet each bidder's expectations. This is stated to advise bidders that camps provided by other municipalities may impact registrations for the Wyckoff camps.
- 36 In the event the situation directly above results, and the bidder attempts to avoid providing the camp in the weeks specified, the bidder agrees he/she will be required to reimburse the Township of Wyckoff for its expenses and legal fees expended to obtain compliance as specified.
- 37 All bidders shall fully complete the camp experience reference questionnaire including contact names and telephone numbers.
- 38 In accordance with the Township's Recreation Department Policy, a minimum of 50% of the camp participants must be residents of the Township of Wyckoff.
- 39 The successful bidder within ten (10) days after notification of a contract award shall provide their Tax Identification Number on a completed W-9 form to the Wyckoff Finance Office.
- 40 The methodology of award shall be: *The bidder who is responsible to the bid specification and a responsible bidder who bids the highest bid for payment to the Township of Wyckoff to operate the Creative & Crafty Kids Recreational Program in accordance with the specifications.*
- 41 The bidder shall not attach any conditions to its bid proposal. The bidder is bidding on the level of service and conditions established by the Township of Wyckoff and shall not attach any other conditions. Bid proposals which include conditions other than those stated by the Township in this specification shall be considered non-responsive to the bid and not considered.
- 42 It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.
- 43 It is required that all bids are based upon the specification unless the bidder stipulates to the contrary in letter form to be attached to bid submission. Bidder shall not type changes on bid specification forms. The letter shall point out in detail any and all deviations from the specification.

Section I (continued)

- 44 The Township Committee at its sole discretion, may choose to extend the contract for two (2) additional one (1) year periods in accordance with the applicable law. In accordance with NJSA 40A, 11-1 et seq., the Township Committee may, by adoption of resolution, extend the contract for two (2) one (1) year periods if they determine; that the contract service is being performed in an effective and efficient manner and if any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed and the terms and conditions of the contract remain substantially similar. Index rate is defined as the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.
- 45 The successful bidder shall be required after the opening of the bid and before awarding of the contract to provide:
- a. A Certificate of Insurance designating the Township of Wyckoff as an additional insured.
 - b. Completed and signed Township of Wyckoff Hold Harmless Agreement.
 - c. Provide the correct Affirmative Action compliance evidence.
 - d. A Business Registration Certificate (BRC) issued by the NJ Division of Taxation in accordance with Chapter 57, Public Law 2004 Business Registration Act signed into law on June 24, 2004. Vendors with registration questions should contact the Division of Revenue at 609-292-1730 or submit e-mail at www.nj.gov/treasury/revenue/revcontact.html. The successful vendor must have obtained a BRC before the date of the bid opening. Failure to obtain the BRC before the date of this bid opening is a fatal flaw in the vendor's bid and the Township cannot consider the bid as a responsive bid and therefore, cannot be considered for an award.
- 46 The Township Committee of the Township of Wyckoff reserves the right to reject any and all bids in accordance with law.
- 47 Bidder should be aware of the following statutes that represent "Truth in Contracting: laws:
- a. NJSA 2C:21-34 et. seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Bidder should consult the statutes or legal counsel for further information.

Section I (continued)

- 48 In accordance with P.L. 2005, C.271, 3, any business entity that has received \$50,000. or more in a calendar year in public contracts with public entities, must file an annual disclosure statement with the NJ Election Law Enforcement Commission. The required disclosure statement, titled "The Business Entity Annual Statement" is available from www.elec.state.nj.us.
- 49 It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act. Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.
- 50 **AMERICANS WITH DISABILITIES ACT OF 1990**
Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and understand that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.
- 51 **BUSINESS REGISTRATION CERTIFICATE**
In accordance with P.L. 2009, C.315, bidders shall have obtained a Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury, Division of Revenue prior to the date for receipt of bids. The BRC is required to be submitted after the bid opening but before the contract award.
- 52 **AFFIRMATIVE ACTION REQUIREMENTS**
a. If awarded a contract, the successful bidder will be required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 et seq.
b. A successful bidder **shall submit** to the Township of Wyckoff, one of the following three (3) documents:
1) A photocopy of a *valid letter* identifying that the contractor is operating Under an existing Federally approved or sanctioned Affirmative
2) A photocopy of a *Certificate of Employment Information Report* approval issued in accordance with NJAC 17:27-4, OR
3) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-4.

Section I (continued)

53 NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with NJ Worker and Community Right to Know Law (NJSA 35:51 et seq., and NJAC 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

54 The apparent low bidder shall be responsible to submit to the Township of Wyckoff Administrator the following documents after the bid opening when they are notified they are the apparent low bidder and before a contract award date.

- a. In accordance with PL 2009, c. 315, a BRC issued by the NJ Department of Treasury, Division of Revenue. The apparent low bidder shall have obtained the BRC prior to receipt of bids.
- b. The apparent low bidder shall be responsible for providing an Affirmative Action valid employee information report or completing and providing to the Wyckoff Administrator an Affirmative Action 302 form or providing a valid and current letter identifying that the contractor is operating under an existing federally approved or sanctioned Affirmative Action Program after notification that they are the apparent low bidder and prior to the contract award date.

55 **Only the terms and conditions of this bid specification and the Wyckoff Municipal Purchase Order shall govern transactions.** The bidder shall not attach any other Terms & Conditions to their Bid Proposal. A bidder whose Bid Proposal attaches any Terms & Conditions shall be considered a non-responsive bid and that bid shall not be considered for an award.

56 In accordance with NJAC 17:44-2.2, the vendor, shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) year from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

57 Bidders are advised and directed to the Bid Submission Checklist. This checklist is provided to assist bidders with submitting a bid which includes the items required to be submitted in a sealed envelope for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

58 Any vendor obtaining a copy of this specification from any source or service other than from the Township of Wyckoff shall be solely responsible to be knowledgeable of all addenda, cancellation or postponements related to this procurement.

ATTACHMENT 1
N.J.S.A. 10:5-31 and N.J.A.C.17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
(Mandatory Affirmative Action Language)

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 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, 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 (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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ATTACHMENT #1 (continued)
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

TOWNSHIP OF WYCKOFF CIVIL RIGHTS POLICY

It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act. Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

**SECTION II
TECHNICAL SPECIFICATIONS**

CREATIVE & CRAFTY KIDS RECREATIONAL PROGRAM

1. This specification describes the requirements for vendors to provide a Creative & Crafty Kids Recreational Program five (5) weekdays from 4 pm to 5:30 pm at the Lincoln Elementary School at 325 Mason Avenue in the Township of Wyckoff. The program will run on five (5) consecutive Thursdays in the Winter, Spring & Fall. Specific dates to be determined.

The Creative & Crafty Kids Recreational Program is for children who are in Grades K-2 (Ages 5-8).

Bidder understands & will comply _____
Initial

2. The successful Creative & Crafty Kids Recreational Program vendor shall be competent to provide this recreational program in the upcoming Spring, Summer, Fall and Winter for a total of four (4) programs per each twelve (12) month period.

The Summer session will run on five (5) consecutive days during a week to be determined and will be a minimum of four (4) hours each day.

Bidder understands & will comply _____
Initial

3. The successful Creative & Crafty Kids Recreational Program vendor shall perform all notice and advertisement at their sole expense to solicit participants

Bidder understands & will comply _____
Initial

4. A minimum payment to the Township of Wyckoff of \$25 per child participant is required. Payment shall be required on or before the conclusion of the first session of each program.

Bidder understands & will comply _____
Initial

5. The Creative & Crafty Kids Recreational Program shall be for a duration of 1.5 hours each daily session.

Bidder understands & will comply _____
Initial

Section II
Technical Specifications Continued

6. The Creative & Crafty Kids Recreational Program shall include the following recreational requirements:

- The Creative & Crafty Kids Recreational Program is designed to teach each child something about the earth and its creatures.
- The instructor shall arrive fully dressed in a long tutu skirt and wings costume.
- The instructor shall have a minimum of five (5) years experience providing this type of recreational program.
- The recreational program vendor performing the Creative & Crafty Kids Recreational Program shall have experience providing children's programs for a minimum of five (5) years.
- Themes each week:
 - Earth
 - People
 - Animals
 - Manners
 - Tea Party Graduation/Social
- Each week:
 - Children wear handmade costumes provided by the Creative & Crafty Kids Recreational Program Vendor.
 - Create and take home a completed project related to the lesson.
 - Face paint and up-dos.
 - Make fairy wishes.
 - Dance, play games with an emphasis on a fun experience.
 - Etiquette lesson.
 - Social interaction/team work.
 - Prepare for their graduation party.
- Graduation Tea Party:
 - Tea party with food supplied by instructor.
 - Graduation ceremony.
 - Provide each participant with a and wings or other appropriate awards.
 - Vendor shall leave the room as clean as it was when the Vendor arrived.

Bidder understands & will comply _____
Initial

7. The Creative & Crafty Kids Recreational Program Vendor provides all costumes, projects, games, materials, etc.

Bidder understands & will comply _____
Initial

8. Maximum number of participants per session is twenty-four (24).

Bidder understands & will comply _____
Initial

Section II
Technical Specifications Continued

9. The instructor who will provide the program for the vendor shall provide the Recreation Director with a copy of a criminal background check similar to the report provided by "Morpho Trak" in Paramus that satisfies the Township that the instructor does not have a criminal history.

Bidder understands & will comply _____
Initial

10. Conditions under which a bidder's personnel will be disqualified from working in Wyckoff:
If that person's criminal record history background check reveals a record of conviction of any of the following crimes and disorderly persons offenses as defined by New Jersey law or by analogous laws in other States, the camp personnel shall not be permitted to work:

- Homicide (NJSA 2C:11)
- Assault, reckless endangerment, threats, stalking (NJSA 2C:12)
- Kidnapping (NJSA 2C:13)
- Sexual Offenses (NJSA 2C:14)
- Offenses Against the Family, Children and Incompetents (NJSA 2C:24)
- Controlled Dangerous Substances (NJSA 2C:35 except for 2C:35-10(a) 4)
- Robbery (NJSA 2C:15)
- Theft (NJSA 2C:20)

A prohibition from working in a recreational program performed for the Wyckoff Recreation Department will be based only on a conviction for one or more of the above disqualifying crimes and offenses. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expunction of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction.

Bidder understands & will comply _____
Initial

11. The successful bidder shall provide full and complete copies of criminal background reports performed on his/her instructor who he proposes to staff the Creative & Crafty Kids Recreational Program in Wyckoff as described in this section. Those background reports shall be presented to the Wyckoff Recreation Director thirty (30) days before the start of the program.

Bidder understands & will comply _____
Initial

12. A Morpho Trak application is attached for use by bidders.

Bidder understands & will comply _____
Initial

**TOWNSHIP OF WYCKOFF
AGREEMENT AWARDDING CONTRACT**

THIS AGREEMENT, made this _____ day of _____, 2018,
BETWEEN: THE TOWNSHIP OF WYCKOFF, a municipal corporation in the County of Bergen,
State of New Jersey ("Owner"),

AND: _____
_____ ("CONTRACTOR"),

having its principal place of business at

_____ in the City
of _____

County of _____, and State

of _____.

This Agreement is hereinafter referred to as the "Contract".

The OWNER and CONTRACTOR intending to be legally bound and in consideration of
the promises contained herein agree as follows:

1. The CONTRACTOR shall provide a summer multi-sports instructional camp for the
specific weeks listed in the specification. The CONTRACTOR shall provide this summer
instructional camp and perform the requirements of the specification which is annexed hereto and
made a part hereof.

2. The CONTRACTOR shall pay to the OWNER on the first day of camp, the amount of:
\$ _____ per registered camper.
_____ week of camp.

3. The following items, when attached hereto, shall be deemed part of the Contract between the parties and are hereby incorporated herein by reference:

1. Legal Notice
2. Instructions and Requirements
3. Proposal Form
4. This Agreement.
5. Complete Specifications.
6. Acknowledgement of Receipt of Changes to Bid Documents (If applicable).
7. Notice of Award.

4. The OWNER shall allow the CONTRACTOR to utilize the public facilities as detailed in the specifications.

5. The CONTRACTOR shall diligently perform its obligations hereunder at such times and in such order as the Township Administrator or his designee shall direct. The CONTRACTOR shall perform the work under this agreement by the use of its own organization, i.e. Directors, Associate Directors, Field Instructors, Field Assistants and Athletic Trainer, by using its own equipment, all without subcontracting. Subcontracting is only allowed in accordance with the bid proposal and P.L. 1997, c. 408 (N.J.S.A. 40A:11-16). If the service required under this Contract is not completed promptly and without delay, the CONTRACTOR shall be deemed to be in default under this Contract and shall pay the OWNER as liquidated damages and not as a penalty, the amount of \$250.00 for each and every calendar day the completion of the work is delayed beyond the date the CONTRACTOR is determined by the Township Administrator to be in default under the terms of this Contract. In addition thereto, the OWNER shall have the right to terminate this Contract for such default by CONTRACTOR by notifying the CONTRACTOR in writing of such termination, but nevertheless, the CONTRACTOR shall remain liable for monetary damages which OWNER may incur.

6. It is further understood and agreed that the CONTRACTOR shall have no claim for any bonus or other additional compensation in the event of completion of the work before the time and date agreed upon.

7. In the event of a dispute between CONTRACTOR and OWNER as to whether or not CONTRACTOR has performed the service in compliance with the Contract, the Township Recreation Director, with the advice of the Township Administration or such other person having the appropriate profession or technical expertise pertinent to this Contract, shall make a determination as to whether or not the CONTRACTOR has complied with this Contract and it is hereby agreed that such determination shall be conclusive on the issue of such compliance and the parties shall be bound accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

TOWNSHIP OF WYCKOFF, OWNER

(Seal)

Municipal Clerk

Mayor

ATTEST:

CONTRACTOR:

Notary

Name of Firm

By: _____
Print Name & Title

**TOWNSHIP OF WYCKOFF
BERGEN COUNTY**

HOLD HARMLESS AGREEMENT

Between: The Township of Wyckoff
Memorial Town Hall
Scott Plaza
Wyckoff, NJ 07481-1907

AND

Contractor

Address (not a Post Office Box)

Telephone & FAX No.

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Township of Wyckoff.
2. The Contractor agrees to indemnify and hold harmless the Township, the Township Committee of the Township of Wyckoff and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the party of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Township of Wyckoff harmless for damages to the Contractor's equipment utilized during the term of this contract.

Hold Harmless (continued)

5. The Contractor agrees to provide a Certificate of Insurance designating the Township of Wyckoff as an additional insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.

Signed this _____ day of _____, 20_____

As the binding act in deed of _____
Name of Corporation

Authorized signature & title

PRINT - authorized signature & title

Witness

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I _____

of the City of _____

in the County of _____

and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

Of the firm of _____

the bidder making the Proposal for the above named project, 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 Township of Wyckoff 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

(N.J.S.A. 52:34-15)

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

Day of _____ 20____.

Notary Public of

My Commission Expires:

STATEMENT OF OWNERSHIP DISCLOSURE

Page 1 of 2

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.

Name of Organization: _____**Organization Address:** _____**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership Limited Partnership Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

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

OR

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

(Please attach additional sheets in the below format if more space is needed):

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

STATEMENT OF OWNERSHIP DISCLOSURE

Page 2 of 2

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Wyckoff** 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 **Township of Wyckoff** to notify the **Township of Wyckoff, Municipal Administrator**, 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 **Township of Wyckoff** to declare any contract(s) resulting from this certification void and unenforceable.

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

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

TOWNSHIP OF WYCKOFF

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revision, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of this notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

**QUESTIONNAIRE AND REFERENCE LIST TO DEMONSTRATE
THAT THE BIDDER HAS PROVIDED RECREATIONAL PROGRAMS
AND CAN SPECIFICALLY PROVIDE A CREATIVE & CRAFTY KIDS
RECREATIONAL PROGRAM**

In accordance with these bid specifications, all bidders, in order to be considered responsive to the specifications, shall provide the following information for the Township of Wyckoff to verify that the bidder has previously provided recreational programs similar to a Creative & Crafty Kids Recreational Program.

Bidders shall state the following and provide thorough and complete answers:

1. Instructors name, address, telephone number and email address. How long has the instructor worked for the vendor providing recreational programs? Explain the programs the instructor provided – list the customer, contact person, email contact and the year and month all programs were provided in the last five (5) years.
2. Describe the recreation program you provided (bidder to state the year the program was provided, number of weeks, days per week and number of participants).
3. Can the instructor provide a criminal background check similar to the background check provided by “Morpho-Trak” within the last twelve (12) calendar months. If yes, please attach it.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
Page 1 of 2

Bid name: _____

Bid Due Date: **DECEMBER 20, 2018**

Bidder: _____

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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 NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she 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.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Wyckoff under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran outlined above be completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offendor _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the **Township of Wyckoff** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of Wyckoff** to notify the **Township of Wyckoff** in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Wyckoff** and that the **Township of Wyckoff** at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature

Print Name

Title

Date



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona
2.	Bank Markazi Iran (Central Bank of Iran)
3.	Bank Mellat
4.	Bank Melli Iran
5.	Bank Saderat PLC
6.	Bank Sepah
7.	Bank Tejarat
8.	Belaz
9.	Belneftekhim (Belorusneft)
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
11.	China National Offshore Oil Corporation (CNOOC)
12.	China National Petroleum Corporation (CNPC)
13.	China National United Oil Corporation (ChinaOil)
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Grimley Smith Associates

17.	Indian Oil Corporation
18.	Kingdram PLC
19.	Naftiran Intertrade Company (NICO)
20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SKS Ventures
30.	Somi Petrol AS
31.	Zhuohai Zhenrong Company

List Date: July 31, 2018

**Section III
PROPOSAL**

The undersigned does hereby declare that he (they) has (have) examined the specifications of the Township of Wyckoff, New Jersey for the provision of a CREATIVE & CRAFTY KIDS RECREATIONAL PROGRAM as specified in the bid specification.

THE UNDERSIGNED BIDDER HEREBY REPRESENTS TO THE TOWNSHIP OF WYCKOFF THAT HE HAS NOT DISCUSSED, COMPARED OR DISCLOSED HIS BID WITH ANY OR TO ANY OTHER BIDDER, AND THAT THIS BID IS NOT IN ANY WAY DIRECTLY OR INDIRECTLY THE RESULT OF ANY FRAUD OR COLLUSION.

It is understood that the attached specifications are in integral part of our proposal. The undersigned company agrees to furnish the material all in accordance with the attached specifications. The bidder's signature on this proposal attests to the fact that he/she can perform the services required in the specification. We agree to comply with all requirements of the specifications, as well as the appropriate Affirmative Action requirements. The attached Business Entity Ownership Statement is completed and is made part of this Proposal.

IN ACCORDANCE WITH SPECIFICATION

Provide and Conduct a Creative & Crafty Kids Recreational Program

**Contract Period
2019**

\$ _____
Price per Participant
(in numbers)

Price per Participant (in Words)

**Contract Period
2020**

\$ _____
Price per Participant
(in numbers)

Price per Participant (in Words)

Any exceptions to the specifications taken:

_____ YES

_____ NO

If yes, have you attached them to your bid proposal?

_____ YES

_____ NO

Section III
Proposal

Bidder's Tax I.D. Number: _____

I agree to two (2) twelve (12) month period extensions as described in the specification if awarded by the Township Committee. Please check one.

_____ YES

_____ NO

Respectfully submitted,

Name of Corporation or Partnership (Print)

Address

Email Address

Telephone #

Fax #

Attested by

SIGNATURE

Date

Print or Type Name and Title

*Prices quoted shall be firm, net exclusive of all use, sales and excise taxes and must include all transportation, delivery and unloading costs, fully prepaid, FOB destination - Township of Wyckoff, Lincoln Elementary School, 325 Mason Avenue, Wyckoff, NJ 07481, inside delivery and unloaded. The Registered Federal Excise Number for the Township of Wyckoff is IRS 22-600-2425.

(When a Bidder is a Corporation)

CORPORATE RESOLUTION

BE IT RESOLVED, that the _____ of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of entering into a contract with the TOWNSHIP OF WYCKOFF in accordance with the requirements of this contract for:

CREATIVE & CRAFTY KIDS RECREATIONAL PROGRAM

I, SECRETARY of _____
a
CORPORATION of the State of _____, hereby
certify

That the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was Duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and held on _____, 2014, pursuant to and in accordance with the Certificate Of Incorporation and by-laws thereof; that it has been not modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: _____, 2014

SECRETARY

(When the Bidder is an Entity other than a Corporation)

CERTIFICATION WHEN THE BIDDER IS OTHER THAN A CORPORATION

State of _____

County of _____

I,

(Print Name)

Certify that I am the _____
(State Title)

Of the business entity entering into this contract; that I have completed and signed all of the required documents; that I am duly authorized to sign this contract on behalf of the business entity; and that all of the declarations and statements contained in the contract document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

(Date)

NOTARY:

Subscribed and sworn to before me

At _____

This _____ day of _____, 20____

(Notary Public)

Commission expires: _____

TOWNSHIP OF WYCKOFF BID SUBMISSION CHECK LIST

This check list is provided to assist bidders with submitting a bid which includes the items required for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

The Township of Wyckoff requires the following documents to be included with a vendor's bid for this type of non-construction procurement

Required with
Submission of Bid
(owner's checkmarks)

	A Bid Guarantee as required by N.J.S.A. 40A:11-21	
	A Certificate from a Surety company, pursuant to N.J.S.A. 40A:11-22	
X	A statement of ownership of business entity, pursuant to N.J.S.A. 52:25-24.2	
	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	
X	Non-Collusion Affidavit	
X	Certification of Disclosure of Investment activities in Iran	
X	Technical specifications with "Bidder Understands and will comply" section completed for each page of the Technical Specification	
X	Past history of providing recreational programs and reference questionnaire	
X	Proposal page with prices stated and signature (Bid Proposal Pages 1 and 2)	
X	If the Bidder is a Corporation, bidder shall provide a completed Corporate Resolution certifying the person signing the bid has the authority to sign for the Corporation submitting the bid. (Bid Proposal Page 3 of 4)	
X	If the Bidder is an entity other than a Corporation, (Bid Proposal Page 4 of 4), shall be signed and notarized.	