

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 Friday, February 14, 2020 no later than 11:00 am prevailing time in the second floor Court Room in Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey.

SUMMER RECREATION CAMP FOR CHILDREN ENTERING KINDERGARTEN THROUGH GRADE 4

Specifications may be obtained in the office of the Township Administrator, Room 106, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. All bidders must use and complete all bid forms and must comply with every requirement contained in the specifications.

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, "SUMMER RECREATION CAMP FOR CHILDREN ENTERING KINDERGARTEN THROUGH GRADE 4."

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

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

The Township Committee reserves the right to waive any technicalities in the bidding process in accordance with the law 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. The contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements.

Joyce C. Santimauro
Municipal Clerk

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Section I - Instructions & Requirements

1. The intent of this specification is for the Township of Wyckoff to make an award of a contract to a competent qualified recreation summer camp program that is capable of performing the work as described, or in the absence of a particular description, in accordance with the best practices of the trade. This specification shall describe requirements that, if met by a bidder, will allow the bidder to utilize public property to conduct a summer skills recreational instructional camp program for the Township of Wyckoff. The bidder shall state a specific amount he/she is bidding per camp participant for the use of the public facilities that the specific amount the bidder shall pay the municipality.
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 submission of statement required for bidding on public contracts is required in the specific format of the Statement of Ownership Disclosure in this specification. 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 of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, 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 non-corporate 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.

Section I (continued)

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 or other terms, he **must** do so on company letterhead attached to the formal bid referring to the numbered item in the specific section of the specification. It is mandatory that the bidder list and explain in detail all deviations and/or substitutions and they must be neatly printed in ink or typed. It shall be clearly understood that if no deviation or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Proposal page that exceptions are attached.
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 SUMMER CAMP – K to 4th Grade."
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 bidder's 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 MISUNDERSTANDING 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. 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.
27. 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.
28. 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.
29. 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.
30. If the price is different in numbers and words, the price bid in words shall be determined as the official price bid.
31. The successful bidder shall make payment to the Township of Wyckoff Recreation Director on the first day of the camp week.
32. The successful bidder shall be required to sign a separate Hold Harmless form.
33. All bidders, in preparing and submitting a bid, represent that they shall faithfully provide the Summer Recreation 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.

Section I (continued)

34. 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.
35. All bidders shall fully complete the camp experience reference questionnaire including contact names and telephone numbers.
36. 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.
37. All bidders shall provide their Tax Identification Number to the Wyckoff Finance Office.
38. The methodology of award shall be:
The bidder who submits a bid which is responsive to the bid specification and is a responsible bidder who bids the highest monetary amount to pay the Township of Wyckoff in accordance with the specifications. Family discounts (if any) will be used in the consideration of an award if tie bids occur.
39. 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.
40. 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.
41. It is required that all bids are based upon the specification unless the bidder states an exception in letter form to be attached to bid submission. Bidder shall not type changes on bid specification forms. The letter shall point out in thorough and complete detail any and all deviations proposed from the specification.

Section I (continued)

42. 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.

43. 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 that 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.
 - c. A certificate of insurance reflecting the coverages and amounts in the specification. The certificate of insurance shall designate the Township of Wyckoff, its officers, officials and employees as additional insureds.
 - d. Completion of the Hold Harmless Agreement.
44. All bidders shall obtain a Business Registration Certificate 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 before the bid opening. 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.

Section I (continued)

45. Insurance Requirements: The Contractor shall be required to carry full insurance including comprehensive General Liability; Produce Liability; Workman's Compensation Insurance, which shall cover all operations of the Contractor, its employees, agents and servants hereunder and motor vehicles and equipment used by the Contractor in connection with the Contractor's operations under the contract. Said insurance, by endorsement, shall fully protect the Township from liability.

Certificates designating the Township as an additional insured, and evidencing such insurance and coverage, shall be filed with the Township Administrator prior to the commencement of operations hereunder by the Contractor. Certificates so filed shall further contain a statement which shall in effect say, "the limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits."

Insurance Requirements: Continued

The following Certificates of Insurance must be furnished:

- I Workers' Compensation:
 - Park Two – statutory
- II A) Comprehensive General Liability:
 - Minimum limits: \$1,000,000 Combined Single Limit
 - Coverage to include:
 - Premise/Operations
 - Independent Contractors
 - Products/completed operations
 - Contractual
 - Personal Injury
 - Broad Form Property Damage
 - Township as additional insured
- B) Comprehensive General Liability insurance must be maintained for at least one year after completion of the contract and its acceptance by the Township.
- III Automobile coverage:
 - Minimum limits: \$1,000,000 combined single limit covering:
 - Owned, hired and non-owned vehicles

The Certificate of Insurance shall designate the Township of Wyckoff and the Wyckoff K-8 Board of Education as an additional named insured and shall contain a thirty (30) day notice of cancellation whereby the Municipal Clerk will be provided with a written notification of cancellation. It is understood and agreed the Contractor is an independent Contractor and not an employee of the Township of Wyckoff.

The Contractor agrees to indemnify and hold harmless the Township, the Township Committee of 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 attorneys' fees to which the Township may be put for 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 in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the Township of Wyckoff harmless for damages to the Contractor's equipment utilized during the term of this contract. Said policy shall be issued by an insurance carrier approved by the State of NJ to operate in NJ and shall maintain an A.M. Best rating of A or better. Programs of Self Insurance are not acceptable.

Section I (continued)

46. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- 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.
- 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.
- 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.
- Bidder should consult the statutes or legal counsel for further information.

47. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at the minimum shall attest that:

- A The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;
- B All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C Bidders are hereby made aware of the following statutes that represent the "Truth in Contracting Laws": NJSA 2C:21-34 et. seq., NJSA 2C:27-10 and NJSA 2C:27-11.

48. 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.

49. When award of contract is made in one fiscal year with an effective date in the next fiscal year, award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.

50. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.

51. When a business entity has received \$50,000.00 or more in public contracts from public entities, the business entity shall file a report with the New Jersey Election Law Enforcement Commission (ELEC). www.elec.state.nj.us is the ELEC website.

Section I (continued)

52. The Township Committee of the Township Committee reserves the right to reject any and all bids in accordance with the law.
53. If the bidder bids the price in numbers different from the price in words, the Township will consider the price in words as the bidders' price.
54. 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.
55. 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 years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Controller upon request.
56. 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 emended, 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.
57. 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 attached any Terms & Conditions shall be considered a non-responsive bid and that bid shall not be considered for an award.

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 2
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. S121 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
TOWNSHIP OF WYCKOFF
BERGEN COUNTY**

SUMMER CAMP (GRADES K-1-2-3-4)

CAMP DATES: **Starting end of June – Five (5) Weeks**

A. THE CAMP PROVIDER SHALL:

1. Provide twenty-five (25) hours of supervision per week at a designated Wyckoff site during a five (5) week period of June, July and August 2020 & 21. Dates for the second-year contract and the two (2) additional one (1) year contracts, if authorized, must be conducted during the exact comparable calendar week as stated in the first-year contract.
2. Conduct camp Monday through Friday, 8:30 AM to 12:30 PM.
3. Hire qualified staff to maintain maximum 1:10 staff to student ratio.
4. Provide shirt with logo for each participant.
5. Plan, organize and direct daily activities.
6. Plan age appropriate Arts & Crafts projects, Sports Activities, Fitness Activities, Leadership and Team Building Activities and other various activities deemed appropriate for this age level including the provision of all supplies.
1. Complete planning of weekly off-site trip to local entertainment, cultural, and/or athletic sites. All locations shall be approved by the Wyckoff Recreation Director two (2) weeks before said event. Bidder's bid price shall include all transportation to and from trip sites. If a trip is not planned in a specific week, a larger camp day should be planned that week with specific themes such as carnival, obstacle courses, etc.
7. Ensure that at least one staff member with current first aid and CPR Certification is on site at all times as well as during off-site trips.
8. Conduct bus evacuation drills and document same.
9. Ensure that camp meets all standards as designated in New Jersey Youth Camp Safety Standards NJAC 8:25. Complete all mandated forms and paperwork.

Section II (continued)

11. Insurance Requirements: The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; worker's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicles and used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the Township from liability.

Certificates naming the Township as an additional named insured, and evidencing such insurance and coverage, shall be filed with the Township Clerk prior to the commencement of operations hereunder by the Contractor. Certificates so filed shall further contain a statement which shall in effect say, "the limits requested represent minimum limit and in no way restrict your liability for any claims in excess of your policy limits."

The following Certificates of Insurance must be furnished:

- I) Workers' Compensation:
 - A) Part Two-Statutory
- II) Comprehensive General Liability:
 - A) Minimum limits: \$1,000,000 Combined Single Limit
Coverage to include:
 - Premise/Operations
 - Independent Contractors
 - Products/Completed Operations
 - Contractual
 - Personal Injury
 - Broad Form Property Damage
 - Township as additional insured
 - Non-owned Auto Liability
 - Hired Auto Liability
 - B) Comprehensive General Liability insurance must be maintained for at least one year after completion of the contract and its acceptance by the Township
- III) Automobile Coverage:
 - Minimum limits: \$1,000,000 combined single limit covering: owned, hired, and non-owned vehicles

The certificate of insurance shall designate the Township of Wyckoff and the Wyckoff K-8 Board of Education as additional insureds and shall contain a thirty (30) days' notice of cancellation whereby the Municipal Clerk will be provided with a written notification of cancellation for any reason.

It is understood and agreed the Contractor is an independent Contractor and not an employee of the Township of Wyckoff.

Section II (continued)

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 attorneys' 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 on the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or any directly or indirectly employed by the Contractor.

The Certificate of Insurance shall designate the Township of Wyckoff and the Wyckoff K-8 Board of Education as an additional insured and shall contain a thirty (30) days' notice of cancellation whereby the Township Clerk will be provided with a written notification of cancellation. Said policy shall be issued by an insurance carrier approved by the State of NJ to operate in NJ and said carrier shall maintain an A.M. Best rating of A or better. Programs of self-insurance are not acceptable.

12. Registrations will be publicized and administered by the Township of Wyckoff. Registration forms, waivers, medical forms, emergency contacts and any other required forms will be provided to the Provider for the duration of the camp session and returned to the Township of Wyckoff upon completion of the session.
13. All bidders shall be approved by the New Jersey State Department of Health. A Certificate of Approval - Youth Camp Safety Act must be provided to the Wyckoff Recreation Director no later than 30 calendar days before the start of the first day of Middle School Camp.
14. The Provider shall present proof of managing a successful camp for at least three (3) years.
15. Included is an Agreement Awarding Contract that needs to be completed and signed by the successful bidder if awarded the contract for this bid.
16. All personnel employed by the successful bidder shall not have been charged with a criminal offense or convicted of a criminal offense under the criminal laws of any legal jurisdiction.

B. THE TOWNSHIP OF WYCKOFF SHALL PROVIDE:

1. Registration flyer and Public Service Announcements.
2. Accept Registrations.
3. Prepare weekly rosters and update the rosters if needed.

C. THE SITE DIRECTOR SHALL HAVE THE FOLLOWING CREDENTIALS AND EXPERIENCE:

1. History of directing a successful camp for at least three (3) years.
2. Be at least 21 years of age.
3. Have at least one year of teaching experience and possess a teaching certificate.

Section II (continued)

D. OTHER STAFF SHALL HAVE THE FOLLOWING CREDENTIALS AND EXPERIENCE:

1. Be at least 16 years of age.
2. Experienced in working with children in a camp or school setting.

E. Camp Director, Associate Directors, the Athletic Trainer and all Field Instructors 18 years or older shall have successfully passed a criminal background check performed by Morpho Trak (company approved by the State of New Jersey) within three (3) years of the date the camp is to begin. Under no circumstances shall personnel of the bidder be permitted on the municipal facility where the camp is being provided who has not successfully passed a criminal background check.

F. 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 camp 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.

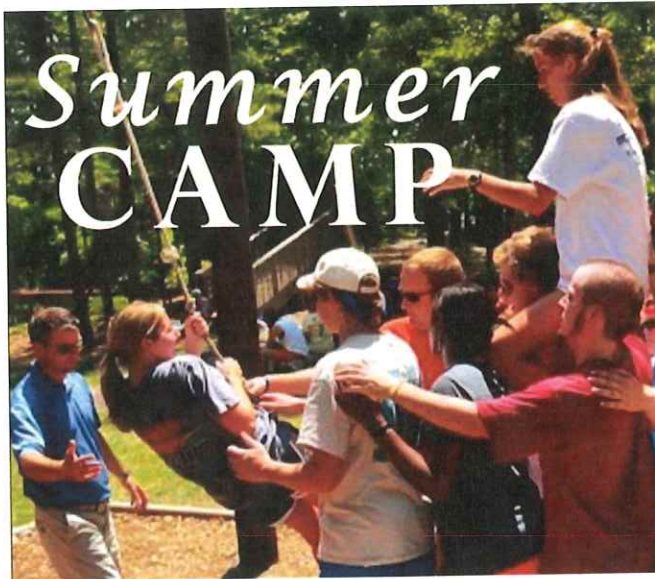
G. The successful bidder shall provide full and complete copies of criminal background reports performed on his personnel who he proposes to staff the Summer Soccer Camp in Wyckoff as described in this section. Those background reports shall be presented to the Wyckoff Recreation Director thirty (30) days before the start of the Camp.

H. A Morpho Trak application is attached for use by Bidders.

Section II (continued)

- I. The Township's program of insurance and risk management requires the education and training of individuals whom work with children to view certain training videos to protect the children under their charge. The successful bidder shall require, ensure and certify to the Wyckoff Recreation Director a written letter that all of the bidder's employees performing work for this contractor will have viewed the below five (5) training videos. They can be accessed as follows:

A. This is the website that bidders would access for the Municipal Excess Liability (MEL) courses: <https://www.firstnetcampus.com/MELJIF2/entities/MEL/logon.htm>



Before you start even one activity, make the following online courses part of your counselor training:

- Child Sexual Abuse Prevention at Camp
- Bullying Prevention at Camp
- Playground Safety for Camp Counselors
- Trip and Transportation Safety
- Aquatic Safety for Counselors
- The Professional Lifeguard – Pools

Visit The MEL Safety Institute

ONLINE COURSES TO BE TAKEN THROUGH THE ABOVE PORTAL:

1. Child Sexual Abuse Prevention at Camp
2. Bullying Prevention at Camp
3. Playground Safety for Camp Counselors
4. Trip and Transportation Safety

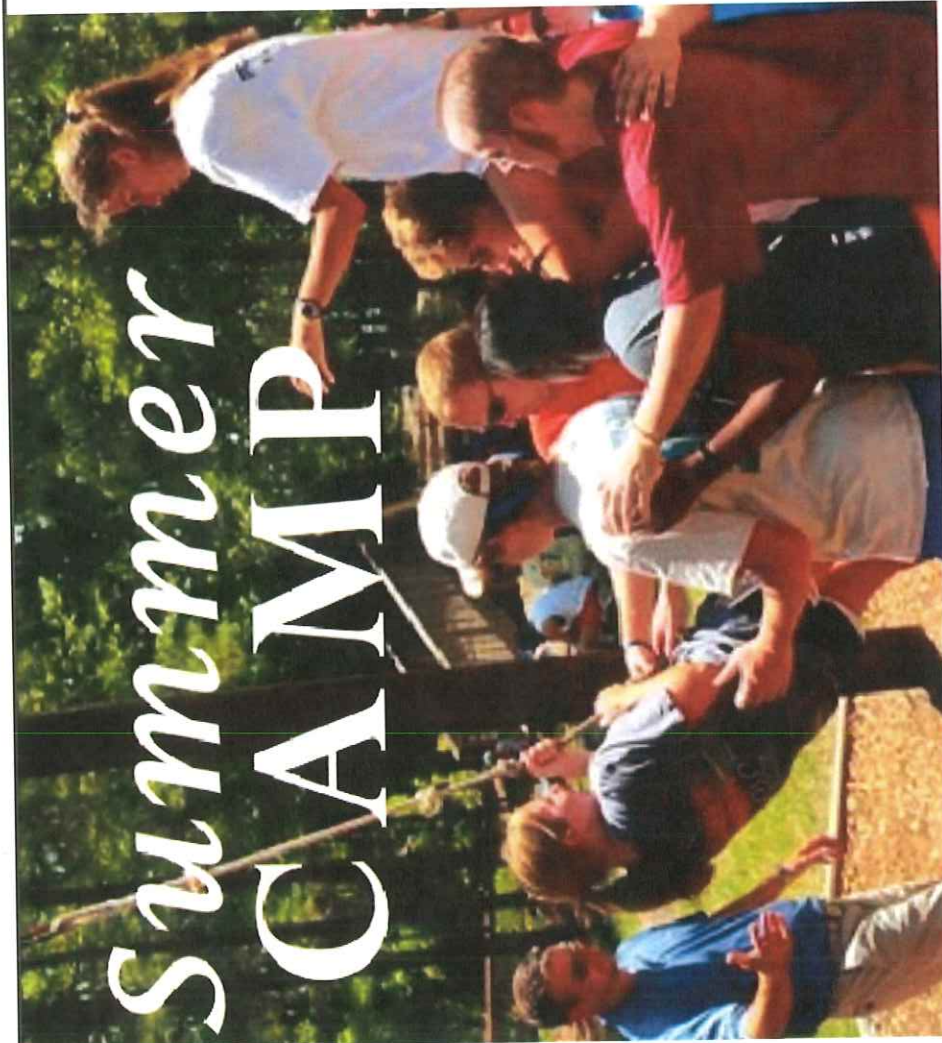
How to Access MEL Safety Institute's Online Training Courses

1. Click the following link for the MEL Safety Institutes Learning Management System: www.firstnetcampus.com/meljif
2. If you have previously taken MSI classes, enter your username and password. If you are new, click 'New User Registration.' Complete the fields and you will receive an email with your username and password.
3. Click on the On-Line Training Courses, at bottom right.
4. Click the course you would like to complete.
5. Click 'Enroll'.
6. Click the 'My Training' tab on the top blue tool bar.
7. Click the program name to launch the course.
8. Upon completion of the course and questions navigate to the 'Student Center' tab to print your Certificate of Completion. Transcripts are automatically updated in the MEL Safety Institute's Learning Management System.

Questions? Contact the MSI Help Line (866) 661-5120. The MEL Safety Institute can also be accessed anytime by going to www.njmel.org.

- B. Additionally, camp staff must access a **PROTECTING CHILDREN VIDEO** at the following link: <https://njmel.org/mel-safety-institute/model-policies/protecting-children-videos/#>

Summer CAMP



Before you start even one activity, make the following online courses part of your counselor training:

- Child Sexual Abuse Prevention at Camp
- Bullying Prevention at Camp
- Playground Safety for Camp Counselors
- Trip and Transportation Safety
- Aquatic Safety for Counselors
- The Professional Lifeguard – Pools

Visit The MEL Safety Institute



How to Access MEL Safety Institute's Online Training Courses

1. Click the following link for the MEL Safety Institutes Learning Management System: www.firstnetcampus.com/mel/if
2. If you have previously taken MSI classes, enter your username and password. If you are new, click 'New User Registration.' Complete the fields and you will receive an email with your username and password.
3. Click on the On-Line Training Courses, at bottom right.
4. Click the course you would like to complete.
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Questions? Contact the MSI Help Line (866) 661-5120. The MEL Safety Institute can also be accessed anytime by going to www.nimel.org.



TOWNSHIP OF WYCKOFF
AGREEMENT AWARDDING CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2020, 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 Recreation Camp for K-4th Grade for the specific weeks listed in the specification. The CONTRACTOR shall provide this Summer Recreation Camp for K-4th Grade and perform the requirements of the specification which is annexed hereto and made a part thereof.
2. The CONTRACTOR shall charge the Township of Wyckoff the amount of:
\$ _____ per registered camper per week.
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

Agreement Awarding Contract (continued)

4. The OWNER shall allow the CONTRACTOR to utilize the public facilities as detailed in the specifications.
5. The CONTRACTOR shall diligently perform its obligation hereunder at such times and in such order as the Wyckoff Recreation Director 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, but using its own equipment, all without subcontracting. 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. The CONTRACTOR shall comply with all requirements of the bid specification including the requirement for providing staff to perform the Summer Soccer instructional camp who have received a criminal background check satisfactory to the requirements of the specifications. The OWNER shall submit the report from the third-party independent company which performed the criminal background checks to the Wyckoff Recreation Director thirty (30) calendar days before the start of the Summer Recreation Camp for K-4th Grade. The OWNER shall also provide to the Wyckoff Recreation Director items A-9, A-10, A-13, A-14 and item E as required in Section II – Technical Section to the Wyckoff Recreation Director thirty (30) calendar days before the start of the Summer Recreation Camp for K-4th Grade
8. 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 Administrator 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.

Agreement Awarding Contract (continued)

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 #, Email Address.

It is understood and agreed the Contractor is:

2. An independent Contractor and not an employee of the Township of Wyckoff.
3. 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.
4. 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 \$500,000.

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:

24

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information 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 V)
- For-Profit Corporation (any type)
- Limited Liability Company (LLC)
- Partnership ___ Limited Partnership ___ Limited Liability Partnership
- 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 |
|---------------------------------------|--|
| | |
| | |
| | |
| | |

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: _____

**BIDDER'S AFFIDAVIT THAT THE
BID PRICE WAS DETERMINED INDEPENDENTLY**

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any bidder or to any other competitor; and
3. No attempt has been made or will be made by the bidder and his/her employees or agents to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition or giving an appearance of competition; and
4. The person signing this bid or proposal, under the penalties of perjury, affirms the truth thereof.

BIDDER:

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public of State of:

My Commission expires: _____

Name of Bidder (please print)

Signature of Bidder's Agent

Print Name and Title of Bidder's Agent

Date

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
Page 1 of 2

Bid name: SUMMER RECREATION CAMP FOR K-4

Bid Due Date: Friday, February 14, 2020, 11:00 am

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/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

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. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

List Date: July 30, 2019

**SUMMER CAMP HISTORY AND
REFERENCE QUESTIONNAIRE**

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 instruction camps.

Bidders shall provide the below listed information of Recreational Instruction Camps they provided. Thorough and complete answers shall be considered responsive reply. All bidders shall, on the bidder's letterhead state the following: for all Recreational Instruction Camps the bidder provided/conducted/operated in the past three (3) years – 2014 through 2016).

1. Name, address, telephone # of entity that contracted with the bidder to provide the Recreational Instructional Camp. List the type of recreational instruction provided.
2. A current contact person (that has knowledge of your performance providing such a camp) for the entity (that contracted with the bidder) and a current working telephone number and email address that can be used to verify this information.
3. Duration of each Recreational Instructional Camp (bidder shall state the year, time of day, days per week and number of weeks).
4. Describe for each Camp the recreational instruction activities the bidder provided/conducted/operated for this camp.
5. List the ages of the participants for whom the bidder has provided a summer recreation camp.

SECTION III
Bid Proposal

BID PROPOSAL

The undersigned, having read the Notice to Bidders, Instruction and Requirements and the Technical Specifications and having familiarized themselves with the Township of Wyckoff agree to provide and conduct a Summer Recreation Camp for children entering Kindergarten through Grade 4 in accordance with the Township of Wyckoff specifications including compliance with the criminal background check requirement.

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.

BID PROPOSAL

- I. I shall provide/conduct/operate for the Township of Wyckoff the Summer Recreation Camp for children entering Kindergarten through Grade 4 on the weeks provided in accordance with the specifications and charge the Township the amount below per participant:

2020 Charge Per Student Camper

\$ _____ Price in Numbers

Price in Words

2021 Charge Per Student Camper

\$ _____ Price in Numbers

Price in Words

List any discounts provided:

- a. More than one (1) family member \$ _____
- b. Wyckoff residents \$ _____

Bid Proposal (continued)

Bidder Tax I.D. #: _____

Any exceptions to the specifications taken? YES NO

If YES, have you attached them to your bid proposal? YES NO

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

YES

NO

Respectfully submitted,

NAME OF CORPORATION OR PARTNERSHIP

Address

Email address

24/7 Telephone number

Fax number

Print Signature and Title

Signature

SECTION III
Bid Proposal Page
(When 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 submitting a bid to the TOWNSHIP OF WYCKOFF in accordance with bid specifications for:

SUMMER CAMP

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 _____, 2016, pursuant to and in accordance with the Certificate of Incorporation and by-laws thereof; that is has been not modified, amended or rescinded and is in full force and effect as to the date hereof.

Dated: _____, 2020

Signature of SECRETARY

SECTION III

Bid Proposal Page

(When Bidder is an entity other than a Corporation)

CERTIFICATION WHEN A BIDDER IS OTHER THAN A CORPORATION

State of _____

County of _____

I,

(Print NAME)

Certify that I am the _____
(State TITLE)

Of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal 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

| | | |
|---|---|--|
| | 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 | |
| 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 | Bidder's Affidavit that the bid price was determined independently | |
| X | Copies of all NJ Certified Teacher Certificates for Camp Director and Associate Director (if any) | |
| X | Non-Collusion Affidavit | |
| X | Bid Proposal page with prices stated, signed | |
| 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. | |
| X | If the bidder is an entity other than a Corporation, then Certification of same shall be signed. | |
| X | Completed Camp History and Reference Questionnaire | |
| X | Certification of Disclosure of Investment Activities in Iran | |