

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**

475 DeMott Lane, Somerset, NJ 08873-6704

MUNICIPAL BUILDING

Somerset, NJ 08873-6704

PURCHASING DEPARTMENT  
Cindy Belanger  
Purchasing Agent, QPA, RPPO



PHONE: (732) 873-2500 ext. 6239  
Email: Cindy.Belanger@twp.Franklin.NJ.US

**NOTICE OF RFP**

The Township of Franklin, County of Somerset is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on or by November 09, 2017 at 2:00 P.M. in the Purchasing Department, Municipal Building, 475 DeMott Lane, Somerset NJ 08873 at which time and place responses will be opened and read for:

**RECREATION AND ENRICHMENT PROGRAMS  
CONTRACT # MC-COM-0003-17**

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Specifications and instructions may be obtained at the Purchasing Office or on the Franklin Township website [www.franklintwpnj.org](http://www.franklintwpnj.org). We are storing all responses electronically; therefore submit all pages of the response on a CD or flash drive **in addition to the printed copies**. Spreadsheet #1 and #2 can be included on the same CD or Flash drive in a separate file in **Excel format** (not PDF).

\* RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

Cindy Belanger, QPA, RPPO  
Date Posted to Web: October 12, 2017

## **1. Introduction**

This contract is to furnish and deliver recreational and enrichment programs for the Township of Franklin, County of Somerset.

## **2. Administrative Conditions and Requirements**

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for Franklin Township County of Somerset, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### **2.1 Schedule**

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

Release of RFP	(published in Courier Newspaper and Township website October 12, 2017
Proposal Due Date	November 9, 2017 @ 2:00 pm
Evaluation Completed	November 28, 2017
Governing Body Action	December 12, 2017
Contract Execution and Project Initiation	January 1, 2018

### **2.2 Proposal Submission Information**

#### **Submission Date and Time:**

**DATE**, November 09, 2017 at 2:00 PM

One (1) Original seven (7) copies and One (1) copy on CD or flash drive

The Township is storing all responses electronically; therefore submit **all pages** of the response on a CD and or flash drive in addition to the printed copies.

#### **Submission Office:**

Office of the Purchasing Agent  
Municipal Building  
475 DeMott Lane  
Somerset, N.J. 08873

Clearly mark the submittal package with the title of this solicitation and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the copies.

Only those responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **2.3 Using Department Information**

Alice Osipowitz  
Director of Parks & Recreation Township of Franklin  
505 DeMott Lane  
Somerset, NJ 08873  
Voice: (732) 873-1991  
Fax: (732) 873-1595  
Email: [alice.osipowitz@twp.franklin.nj.us](mailto:alice.osipowitz@twp.franklin.nj.us)

### **2.4 Township Representative for this Solicitation**

Please direct all questions in writing to:

Cindy Belanger, QPA, RPPO  
Purchasing Agent  
Voice: (732) 873-2500 ext. 6239  
Fax: (732) 873-1059  
Email: [Cindy.Belanger@twp.Franklin.nj.us](mailto:Cindy.Belanger@twp.Franklin.nj.us)

### **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

### **2.7 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional

charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.8.2 Mandatory EEO/Affirmative Action Compliance**

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

### **2.8.3 Additional Laws Against Discrimination**

Discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, mental or physical disability, or perceived disability in contracting for the delivery of services is prohibited. Respondents are required to read the following laws and agree that the provisions of said laws are made part of, and incorporated into the contract. The contractor is obligated to comply with the laws (and any amendments thereto even if enacted after the date of this contract) and contractor agrees to hold the owner harmless for any claims of discrimination. Such laws include but may not be limited to:

- Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- Title VII of the Civil Rights Act of 1964;
- Genetic Information Nondiscrimination Act;
- New Jersey Equal Pay Act;
- New Jersey Civil Union Act.

### **2.8.4 Statement of Ownership Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Township a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.8.5 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### **2.8.6 N.J. Business Registration Certificate**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/>

**2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- (4) If you have any questions please contact ELEC at:  
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**2.8.8 Assign, Sublet or Transfer Any Rights/Interests**

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

**2.8.9 Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

**A. Insurance**

Contractor agrees to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor. The cost of such insurance shall be borne by the Contractor. Contractor shall maintain Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. The Township of Franklin, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The Contractor

will submit a Certificate of Insurance to the Township no less than 45 days prior to the beginning of the program. No changes to this insurance may occur in advance of the program without thirty (30) days prior written notice provided to the Township of Franklin. The Contractor also agrees to show proof of Workers Compensation Insurance for all employees paid for services associated with the program described above.

## **B. Indemnity**

The Contractor agrees to hold the Township of Franklin harmless from any and all claims for bodily injury, sickness, disease, or death and any property loss or damage that may arise from activities associated with this application/agreement, caused in whole or in part by an act of omission of the Client, its agents, subcontractors or employees, including any and all expense, legal or otherwise, incurred by the Township in the defense of any claim or suit arising out of the work done under this agreement.

Personal possessions and clothing for participants are not covered for loss or damage, including but not limited to, fire, water damage, or theft. The Contractor agrees to hold harmless the Township of Franklin for any and all such loss or damage.

## **C. Certificates of the Required Insurance**

Certificates shall be submitted along with the contract as evidence covering the above insurances in the amounts set forth above. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Township with a Certificate of Insurance naming the Township as additional insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

Franklin Township will not accept Mutual Limitation of Liability terms.

### **2.8.10 HIPAA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

### **2.8.11 Proof of Licensure**

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

### **2.8.12 Disclosure of Investment Activities in Iran**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

### **2.9 Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any respondent on this contract.

### **2.10 Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

### **2.11 Use of Sub-consultants**

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management, inspection and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

### **2.12 Failure to Enter Contract**

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

### **2.13 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

### **2.14 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

## **2.15 Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

## **2.16 Force Majeure**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

**2.16** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**2.17** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

## **2.18 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

## **2.19 Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The Township will not be obligated or liable to pay moneys to the Contractor unless the Township receives funds from the program participants.



Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **2.20 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township, Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

## **2.21 Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

## **2.22-2.24 Reserved for future use**

## **2.25 Source of Specifications/RFP Packages**

Official Township Request for Proposal (RFP) packages for routine goods and services are available from <http://www.franklintwpnj.org/> at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied RFP documents.

## **2.26 Altering Official Document**

Respondents shall not write in any margins or alter the official content of Franklin Township RFP document.

**2.27 Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the contractor as exceptions.**

**2.28 W-9**

Successful respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**2.29 Conflict of Interest**

Successful respondents are required to be free of any conflict of interest. As the Township is a public entity, please note that the Township is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2). If your firm is awarded a contract, you have an ongoing obligation during the term of your designation to disclose any and all actual or potential conflicts and to not accept matters adverse to the Township.

**2.30 No Endorsement**

Award of professional services contract does not constitute an endorsement by the Township of Franklin, County of Somerset. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the Township's permission.

**2.31 future use**

**2.32 Open Public Records Act**

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

### 3. SCOPE OF WORK (SOW)

#### INTENT

The Township of Franklin is seeking proposals for various programs to be offered through the Recreation Department for youth, teens, adults and senior citizens beginning January 2018. In order to offer Township residents as much variety as possible and to encourage residents to sign up for as many different programs throughout the year, the Township will award contracts to multiple contractors.

#### BACKGROUND

The Township has offered a variety of programs over the years to support the community. The following are the categories and some of the programs that have been offered in previous years.

**Sports Programs-** These are various year-round programs for senior citizens, adults, teens and youth. Sample programs include instructional classes, clinics or workshops etc., which may include, but, are not limited to: tennis, field hockey, multi sports, lacrosse, rugby, kayaking, ice skating, hockey, golf, martial arts, basketball, volleyball, cricket, baseball/softball, etc. Class size may range from 10-40 participants.

**Summer Specialty Camps and School Vacation Camps** - for participants age 6-12. Sample programs include, but, are not limited to: sports camps (soccer, multi sports, cricket, basketball, martial arts, etc.), enrichment camps, environmental camps, travel camps, science camps (robotics, engineering, Lego, Jr. physicians), etc. Class size may range from 10-40 participants.

**Science and Enrichment Programs** - These are various year-round programs for senior citizens, adults, teens and youth. Programs included but are not limited to Lego construction, junior physicians' academy, rocketry, general science, robotics and environmental education. Previous class sizes ranged from 12-25 participants.

**Chess** - These are various year-round programs for senior citizens, adults, teens and youth in beginner and advanced levels. Areas of focus included skill moves, strategies and tournament play. Previous class sizes ranged from 10-30 participants.

**Group Exercise** –Various year-round exercise and fitness programs for senior citizens, adults, teens and youth. All contractors were required to hold current group exercise certifications through a nationally recognized fitness organization or a . Such classes include but are not limited to; Yoga, Pilates, Tai Chi, High Intensity and Low Intensity aerobics. Class size could range from 20-40 participants.

**Technology** - Year-round programs for senior citizens, adults, teens and youth. Computers and some software programs are included. Previous classes have included internet/e-mail, introduction to computers, basic Microsoft office, keyboarding and texting. Class size could range from 10-25 participants.

**Cultural Arts** - These are various year-round programs for senior citizens, adults, teens and youth. Possible programs include visual art, textile arts, literature, music, theatre arts, film and dance. Class size may range from 10-25 participants.

**Community Safety** -Various year-round programs for senior citizens, adults, teens and youth were including certification classes in CPR, First Aid, Emergency Oxygen Administration, Babysitting Basics, Swim Lessons, Safe Boating and Safe Driving. Class size could range from 6-25 participants.

**Prevention Programs** - These are a variety of prevention programs and community workshops to address substance abuse, mental health, wellness and juvenile delinquency issues. Group size could range from 25-50 or more participants depending on the program.

**Other Unique Programs** – Contractors sometimes offered unique programs. Sample classes included: nutrition, cooking, etiquette, character development, life skills, leadership, languages, enrichment programs, youth programs, basic computer courses, sewing, knitting, and specialty design programs such as designing your own video games and video game environments, video recording and production services. Class size could range from 10-25 participants.

### 3.1 **GENERAL REQUIREMENTS**

Respondents shall:

Provide detail, samples and other material that support the programs that are offered.

Company history, including number of years in business, references, resumes

State variety of programming offered, including unique programs and ability to work with individuals with special needs, program descriptions and sample program curriculum.

Instructors' expertise and experience, as well as the employee screening process used for background screening for criminal history & sex offender status and staff training provided.

Blank spreadsheets can be downloaded from the Township website. A respondent has the option to charge for programs either by the hour or by the participant. Spreadsheet # 1 is by participant and spreadsheet # 2 is by hour. The following are the program categories; the respondent should list the programs/classes with in each category on the appropriate spreadsheets.

- Sports
- Science
- Chess
- Group Exercise
- Summer Specialty Camps
- Technology
- Enrichment
- Cultural Arts
- Community Safety
- Prevention Programming
- Other (unique programming)

The Township will consider additional and new programming offered by the Contractor throughout the contract period.

Facilities and Liability:

The Township will provide the Contractor with an appropriate suitable location in the Township Park system, the Franklin Township Community/Senior Center, one of the Franklin Township Public Schools, or other suitable location. The Contractor shall have no responsibility or liability for the space provided except for injury or damage arising from the Contractor's sole negligence.

Extension of Contract:

If mutually acceptable to the Township and Contractor, the contracts can be extended at the existing terms and conditions for an additional 12 months up to five years.

### **3.2 DETAIL REQUIREMENTS**

The Contractor shall:

1. Recommend program schedules.
2. Advertise and market programs.
3. Provide adequate staff for supervision and instruction.
4. Manage the instructors, work schedules and resolve any work-related problems.
5. Provide substitute staff when scheduled staff is not available.
6. Provide appropriate training and supervision of instructors.
7. Provide sufficient instructor to participant ratio as deemed appropriate by the Township.
8. Children will be supervised at all times by an adult 18 years of age or older.
9. Inspect gymnasium, field, room and all other spaces being used prior to use on a daily basis. Advise the Township of any problems. Insure that all spaces used are left neat and orderly on a daily basis.
10. Provide all necessary age appropriate equipment and supplies. Replace if necessary due to damage or loss.
11. Coordinate with department appointed liaison on all program related issues.
12. Advise in writing to the Franklin Township Parks & Recreation Department Liaison immediately of any changes that deviate from the agreed upon schedule, preferably before the scheduled change takes place.
13. Notify program participants of any changes.(example: weather-related cancellation)
14. Take daily participant attendance and provide the department with the names of first session/class absentees by the next business day.
15. Distribute Township-provided class schedule to all participants and/or parents/guardians (if necessary).
16. Provide necessary make-up sessions on next available meeting day according to class schedule, credits or refunds may be issued based on Township credit/refund policy.
17. Contractor shall provide affidavit verification of criminal background checks
18. Contractor shall provide a brochure or other attachments listing program options, recommend registration fees, and amount or remuneration required for services provided.

**Township Responsibilities - The Township will provide the following:**

1. Assist with marketing programs via quarterly Township Newsletter.
2. Accept registrations from participants and handle all money, including refunds.
3. Assist with notifying program participants of any changes.(example: weather-related cancellation)
4. Provide to contractor a list of all program participants with emergency contact information.
5. Payment to Contractor upon successful completion of the program.
6. Ensure that gymnasium/fields/rooms are properly maintained and available for use.
7. Conduct parent surveys and program evaluations at the end of each session.

**Facility Location**

The programs will be located at a suitable location. NO alternate indoor location will be available in case of inclement weather for outdoor programs, unless specified by the Township. Port-o-John will be provided at all outdoor facilities.

**Spreadsheets**

**In addition to a printed copy of completed spreadsheet(s), respondents shall submit an electronic copy in Excel format (not PDF) of the spreadsheets either on a CD or flash drive with the response. The blank Excel spreadsheets can be downloaded from the Franklin Township Website at <http://www.franklintwpnj.org/>.**

RESPONDENT NAME:		Spreadsheet # 1													
		Cost Per Participant													
Program Category	Name of Program	Program Description	Participants age minimum to maximum	Participants per session minimum to maximum	Number of Participants to 1 staff	Program Frequency	Program Duration	Fee per YR 1 \$	Fee per YR 2 \$	Fee per YR 3 \$	Fee per YR 4 \$	Fee per YR 5 \$			
<i>Only list programs that fall in below listed categories. (no other categories will be accepted)</i>	<i>Add as many rows as needed to list programs per category.</i>	<i>Describe the program being offered</i>	<i>example: "Adult" =18 and over, "Senior" = 55 and over or child state actual age range ie (6-14)</i>	<i>example: 5-8</i>	<i>example: 5-1 meaning for every 5 participants there will be 1 staff member present</i>	<i>example : 1 x week, one time only, 5 x week</i>	<i>example: 7 weeks, 3 days, 2 hours</i>	<i>This is the fee that will be charged per participant per program. Contract year is 12 months and may be renewed each year up to 5 years</i>							
<b>Sports</b>															
<b>Science</b>															
<b>Chess</b>															
<b>Group Exercise</b>															
<b>Summer Specialty Camps</b>															
<b>Technology</b>															
<b>Enrichment</b>															
<b>Cultural Arts</b>															
<b>Community Safety</b>															
<b>Prevention Programs</b>															
<b>Other (unique programming)</b>															

Contract MC-COM-0003-17			Recreation Programs																		
RESPONDENT NAME:			Spreadsheet # 2																		
			Cost Per Hour																		
Program Category	Name of Program	Program Description	Participants age minimum to maximum	Participants per session minimum to maximum	Number of Participants to 1 staff	Program Frequency	Total number of hours per program	Fee per hour YR 1 \$	Fee per hour YR 2 \$	Fee per hour YR 3 \$	Fee per hour YR 4 \$	Fee per hour YR 5 \$									
<i>Only list programs that fall in below listed categories. (no other categories will be accepted)</i>	<i>Add as many rows as needed to list programs per category.</i>	<i>Describe the program being offered</i>	<i>example: "Adult" =18 and over, "Senior" = 55 and over or child state actual age range ie (6-14)</i>	<i>example: 5-8</i>	<i>example: 5-1 meaning for every 5 participants</i>	<i>example : 1 x per week 4 x per week, one time</i>	<i>the program is how many hours (ie 20 hours)</i>														
<b>Sports</b>																					
<b>Science</b>																					
<b>Chess</b>																					
<b>Group Exercise</b>																					
<b>Summer Specialty Camps</b>																					
<b>Technology</b>																					
<b>Enrichment</b>																					
<b>Cultural Arts</b>																					
<b>Community Safety</b>																					
<b>Prevention Programs</b>																					
<b>Other (unique programming)</b>																					



## **4. Proposal Requirements**

### **4.1 Qualification Statement**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency
2. Contact person's name, position, and current telephone number
3. Dates, cost and scope of service
4. Status and comments

Qualification Statements and Proposals will be reviewed and evaluated by staff from Franklin Township.

### **Fee Schedule**

Respondents shall submit a proposed hourly rate / fee schedule for the 12 month contract up to five years. The fee will remain in effect for the contract year.

## **5. Evaluation, Review and Selection Process**

### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

### **5.2 Rejection of Proposals**

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

### **5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

### **5.4 Evaluation Criteria**

The criterion considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent. The respondent may be requested to clarify elements of the proposal.

#### **5.4.1 Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

#### **5.4.2 Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

##### **5.4.2.a. Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

#### **5.4.3 Ability to Complete the Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

#### **5.4.4 Cost**

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, and provided the respondent has provided a schedule of fees for additional services with this RFP.

#### **5.5 Payment**

- a. Successful respondent must provide an itemized invoice and signed Purchase Order/Voucher. The Voucher will be certified correct by the Department Head who receives the material or service. Payment will only be made following the approval of by the Township Council. The Township Council meets and approves warrants on the second and fourth Tuesday of each month, except July, August and December, when they meet only on the 2<sup>nd</sup> Tuesday of the month. Payment vouchers and invoices must reach the Department for review no later than three weeks before the Township Council meeting in order for payment to be on the agenda for approval.
- b. Acceptance of the final payment by the successful respondent shall be considered as a release in full of all claims against the Township of Franklin, Somerset County.

- c. The Township of Franklin will not pay penalties, interest or late fees. No employee is authorized to sign a letter or credit of any other document that represents a legal commitment on the part of the Township to pay additional fees.

**5.6 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

**5.7 Term of Contract:**

12 months – Competitive contracts can be up to 5 years



**FRANKLIN TOWNSHIP, COUNTY OF SOMERSET  
RFP DOCUMENT CHECKLIST**

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<u>Required With Response</u>		<u>Read, Signed &amp; Submitted Respondent's Initial</u>
<b>A.</b>	<b>FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP</b>	
<input checked="" type="checkbox"/>	Statement Of Ownership Disclosure	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Qualification Statement	_____
<input checked="" type="checkbox"/>	Fee Schedule	_____
<input checked="" type="checkbox"/>	Key Personnel Information	_____
<input type="checkbox"/>	Other:	_____
<b>B.</b>	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate – Respondent must possess a certificate at time of RFP due date.	_____
<input type="checkbox"/>	New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)	_____
<input checked="" type="checkbox"/>	CD or flash drive with PDF of RFP along with Printed Copies	_____
<input checked="" type="checkbox"/>	Certificates of the Required Insurance naming Township Additionally Insured Due at time a contract is awarded	_____
<input checked="" type="checkbox"/>	Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order	_____
<input checked="" type="checkbox"/>	Disclosure of Activities in Iran	_____
<input checked="" type="checkbox"/>	Other: Affidavit Of Criminal Background Screening	_____
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	_____

**This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.**

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

**By Authorized Representative:**

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

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

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**  
**PROPOSAL COST FORM/SIGNATURE PAGE**

RECREATION AND ENRICHMENT PROGRAMS  
CONTRACT # MC-COM-0003-17

**TO THE FRANKLIN TOWNSHIP COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per fee schedule submitted with the proposal.

**Contract Length: 12 months one (1) contract year starting January 2018 with option to renew up to a total five years**

The undersigned is a (Corporate)  
The undersigned is a (Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)  
principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

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

Part I Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

Table with 2 columns: Name of Individual or Business Entity, Home Address (for Individuals) or Business Address. Contains 4 empty rows for data entry.

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

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

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

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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



**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

---

State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the 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 Franklin, County of Somerset 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 employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

(name of contractor)

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

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

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

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

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET  
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

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

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

**Goods and General Service Contractors**

1. Letter of Federal Approval indicating that the contractor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the contractor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes  No   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The contractor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes  No   
**If yes, please submit a photostatic copy of such approval.**

3. The successful contractor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful contractor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

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

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

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

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

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [ww.state.nj.us/treasury/contract\\_compliance](http://ww.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**.

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §121 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.

October 20, 2004

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

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

**ALERT  
FAILURE TO POSSESS A  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET.

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 0107330  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

Acting Director  
*John S. Tully*

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TAX REG TEST ACCOUNT  
**Trade Name:**  
**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611  
**Certificate Number:** 1093907  
**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

Township Of Franklin, County of Somerset New Jersey  
Department of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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**Solicitation Number: MC-COM-0003-17      Respondent: \_\_\_\_\_**

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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 Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/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 Division of Purchase 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.**

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

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Respondent \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Respondent/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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 Franklin Township 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 to notify the Township 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 Franklin Township, Somerset County, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_



## REFERENCES FORM

### Reference # 1

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

### Reference # 2

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

### Reference # 3

Name of Client	
Address of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Email	
Dates worked	

**TOWNSHIP OF FRANKLIN**  
**AFFIDAVIT OF CRIMINAL BACKGROUND SCREENING**

CONTRACTOR NAME: \_\_\_\_\_

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

By signing this form, I am swearing or affirming that all individuals, employees, volunteers, and independent contractors employed by \_\_\_\_\_ (CONTRACTOR) to provide services to the TOWNSHIP OF FRANKLIN on behalf of the CONTRACTOR must have been background screened and cleared through a criminal history background check and are not listed on the State of New Jersey Sex Offender Registry located at [www.njsp.org/sex-offender-registry/index.shtml](http://www.njsp.org/sex-offender-registry/index.shtml) nor the United States Department of Justice, National Sex Offender Public Website located at [www.nsopw.gov](http://www.nsopw.gov).

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF New Jersey

My signature, as Notary Public, verifies the Affiant's identification has been validated by

\_\_\_\_\_.