

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 December 9, 2025 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-0003-23-S4
SUPPLEMENTAL 4**

Specifications and instructions may be obtained at the Purchasing Office or on the Franklin Township website www.franklintwpnj.org. We are storing all responses electronically; therefore submit all pages of the response on a flash drive **in addition to the printed copies**. Spreadsheet #1 and #2 can be included on the same Flash drive in 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 are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq

Cindy Belanger, QPA, RPPO
Date Published: October 23, 2025

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 23, 2025
Proposal Due Date	December 9, 2025 @ 2:00pm
Evaluation Completed	January 2026
Governing Body Action	January 2026
Contract Execution and Project Initiation	January 2026

2.2 Proposal Submission Information

Submission Date and Time:

DATE, December 9, 2025 at 2:00 PM

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

The Township is storing all responses electronically; therefore submit **all pages** of the response on a 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

Stephen Dahl
Director - Franklin Township Parks & Recreation
732-873-2500 ext 6345
Office Hours: Mon. – Fri. 8:30am-4:30pm
www.franklintwpnj.org/rec
Senior Community Center 505 DeMott Lane Somerset NJ 08873

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@franklinnj.gov

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 P.L. 2009, C.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the respondent failed to include a BRC with their bid, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to obtain the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

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 30th 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.
- (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.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided

A. Insurance Requirements:

Worker’s Compensation and Employer’s Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer’s Liability \$1,000,000.00.

Commercial General Liability Insurance

This insurance shall be 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Township of Franklin, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

B. 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.

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.

C. Indemnification

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent’s agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Professional Liability, (Errors & Omissions) Insurance Policy

Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

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.

2.33 State Comptroller (N.J.A.C. 17:44-2.2)

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request

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. 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 on flash drive with the response. The blank Excel spreadsheets can be downloaded from the Franklin Township Website at <http://www.franklintwpnj.org/>.

Contract:		Recreation & Enrichment Programs							
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 \$	
<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</i>	
Sports									
Science									
Chess									
Group Exercise									
Summer Specialty Camps									
Technology									
Enrichment									
Cultural Arts									
Community Safety									
Prevention Programs									
Other (unique programming)									

Contract:		Virtual/Online Recreation & Enrichment 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 \$
<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>	
Sports								
Science								
Chess								
Group Exercise								
Summer Specialty Camps								
Technology								
Enrichment								
Cultural Arts								
Community Safety								
Prevention Programs								
Other (unique programming)								

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 which may be renewed up to 4 additional 12 month extension not exceeding 60 months. The fee will remain in effect for the contract year and any extensions.

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 2nd 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 **may** be extended up to 5 years with the same terms and conditions.

5.8 State Comptroller (N.J.A.C. 17:44-2.2)

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
and conditions.

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

<u>Required With Response</u>		<u>Read, Signed & Submitted Respondent's Initial</u>
A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP	
<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	_____
B.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate – Respondent must possess a certificate at time of RFP due date.	_____
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)	_____
<input checked="" type="checkbox"/>	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"/>	Affidavit Of Criminal Background Screening	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<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-0003-23-S4
SUPPLEMENTAL 4

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 with option to renew same terms and conditions for up to 5 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 last 4 #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.

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 _____.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 party.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 Township of Franklin County of Somerset 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 Franklin County of Somerset to notify the Township of Franklin County of Somerset 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 Franklin County of Somerset and that the Township of Franklin County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

Russia-Belarus Law Developments & Implementation Required by Contracting Units

The Local Public Contracts Law, Public School Contracts Law, and the County College Contracts Law, generally require contracting units under those laws to implement and comply with the provisions of [P.L. 2022, c.3](#) applicable to State agencies. See N.J.S.A. 40A:11-2.2; 18A:18A-49.5; 18A:64A-25.44.

Thus, when a contract for goods or services is **awarded, renewed, amended, or extended**, a contracting unit shall now:

- 1) require a vendor or contractor to certify, using the form – “**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**”, that the vendor or contractor is not identified on the OFAC list due to activity related to Russia and/or Belarus, and
- 2) type the vendor’s or contractor’s name and address into the [OFAC list search](#) to determine whether they appear on the list due to activity related to Russia and/or Belarus. When searching the OFAC list, the vendor or contractor is considered to be engaging in activity related to Russia and/or Belarus if the term Russia or Belarus comes up next to their name under the “Program(s)” column.

If a vendor or contractor discloses their presence on the OFAC list but claims to have a license or other exemption enabling their doing business in Russia and/or Belarus, the vendor or contractor should be required to provide proof of such exemption. Contracting units are advised to consult with their legal counsel concerning the extent of their obligation to verify a claimed exemption. Part of the analysis may involve whether the proposed contract is the same, or similar to, the exemption such that the contracting unit could enter into a contract with the vendor or contractor. If a vendor or contractor has a broad line of business, please note that the license or exemption may only apply to a portion of their line of business.

P.L. 2022, c. 3 will expire upon the revocation of federal sanctions contained in [Executive Order 14024](#).

**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**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.

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).

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. § 12101 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.

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Franklin Township, Somerset County, New Jersey (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate **within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.**


All businesses **MUST** provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLogin/sp.jsp

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 262 TRENTON, N.J. 08646-0262
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	<i>J.P. & Tully</i> Acting Director	
FORM-BRC(08-01)	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:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

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 nor the United States Department of Justice, National Sex Offender Public Website located at 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

_____.