

**TOWNSHIP OF WASHINGTON
MORRIS COUNTY
SUMMER CAMP PROGRAM
2026 – 2028**

TABLE OF CONTENTS

Request for Proposals

Instructions for Proposals

Proposal

Statement of Bidder's Responsibility

Ownership Disclosure Statement

Non-Collusion Affidavit

Affirmative Action Affidavit

New Jersey Business Registration Requirements

Contract

**REQUEST FOR PROPOSALS FOR
SUMMER CAMP PROGRAM FOR
THE TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS**

PROGRAM DESCRIPTION

Washington Township wishes to receive proposals for services in connection with the operation of a summer camp program to be held at Rock Spring Park in the Township of Washington, County of Morris

The summer camp program will run from the day after the last day of the school year to the day before the first day of the following school year. The summer camp program shall be open to residents and non-residents of the Township of Washington and shall operate each day, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. with a before and after care program from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m.

Responses to this Request for Proposals for Summer Camp Program must be received no later than May 22, 2026. Proposals should be mailed or delivered to:

Charlie Daniel, CMFO/Township Administrator
Washington Township
43 Schooley's Mountain Road
Long Valley, NJ 07853

All proposals shall be presented to the Township Administrator by the parties bidding or their agents at the place and time designated or by mail as above. The Township will not assume responsibility for proposals forwarded through the mail if lost in transit at any time before the close of business on May 22, 2026.

No proposal will be considered unless accompanied by an Ownership Disclosure Statement, Non-Collusion Affidavit, a New Jersey Business Registration Certificate, and an Affirmative Action Affidavit.

The Township will evaluate and rank all proposals in accordance with the methodology set forth in the proposal documentation.

The Township reserves the right to waive minor defects and informalities in any proposal and to reject any and all proposals, or to accept proposals that are in the opinion of the Township in the best interest of the Township.

No bidder may withdraw his proposal within sixty (60) days after the actual date of the opening of proposals.

Bidders are required to comply with the provisions of P.L. 1975, c. 127, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder's Federal Affirmative Action Plan Approval Letter;
or
2. A photocopy of the bidder's Certificate of Employee Information Report; or
3. The Township's copy of the bidder's completed Affirmative Action Employee Information Report Form.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners in the partnership who own ten percent (10%) or greater of interest therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.

By order of the Township Committee of the Township of Washington.

Charlie Daniel, CMFO/Administrator
Township of Washington

INSTRUCTIONS FOR PROPOSALS

RECEIPT AND OPENING OF PROPOSALS

The Township of Washington (hereinafter called the "Township"), invites proposals for the Summer Camp Program to be held at Rock Spring Park. Proposals will be received by the Township at the Municipal Building, 43 Schooley's Mountain Road, prior to the close of business on the date specified in the Notice for Proposals.

Proposals may be submitted by Certified Mail, Return Receipt Requested, by regular mail or by delivery as detailed in the Notice to Bidders. The Township will not assume responsibility for proposals forwarded through the mail if lost in transit at any time prior to the close of business on May 22, 2026.

The Township may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal received after the time and date specified shall not be considered. No Organization may withdraw a proposal within sixty (60) days after the actual date of the opening thereof.

GENERAL

The Instructions for Proposals and all other documents, which are part of this specification, shall apply to the entire specification and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

PREPARATION OF PROPOSAL

Proposals must be submitted in sealed envelopes bearing on the outside the name of the Organization, its address and the name of the project for which the bid is submitted as follows:

"SUMMER CAMP PROGRAM"

STANDARDS FOR SUMMER CAMP PROGRAM

The Township desires to contract with an organization that will provide a comprehensive summer camp program for residents and non-residents of Washington Township at Rock Spring Park. The programs shall include outdoor summer programs for children ages 4 through 6 (pre-school) and for Kindergarten through 5th grade. The program should offer a variety of activities, including field trips for the children. In addition, the program shall include a before and after-care program.

The Organization shall utilize only the areas of Rock Spring Park designated by the Director of Recreation for Program activities which areas the Township agrees to make available to Organization for the duration of the Program.

The Organization shall be responsible to register all participants and to collect all fees. Within sixty (60) days after the completion of the program each year, the Organization shall submit a certified financial statement detailing all fees collected and all expenses of the summer camp program to the Township Administrator together with the payment due the Township in accordance with the Organization's Proposal and Contract with the Township.

All activities shall be conducted in such a fashion as not to materially hamper, delay, or interfere with the use of Township parks and facilities by the general public.

The Organization will be responsible for the cleanup of all litter and debris generated as a result of the use of the park by Organization and it will supply, at its own expense, a dumpster and make private arrangements with a waste hauler for the removal of trash.

The Organization for the duration of the camp will be responsible for the cleaning of rest rooms used by the Organization so as to maintain a safe and sanitary condition at all times. The organization must contract with a cleaning service or with the Department of Public Works for daily bathroom cleaning. The fee for DPW staff will be \$150.00 per cleaning.

The Organization will **not** have access to the concession stand.

The Organization will coordinate its activities schedule with the Director of Recreation and cooperate with and implement all reasonable requests of the Director of Recreation.

The Organization will provide suitable equipment and supplies for all Program activities including storage units.

The Organization will provide sufficient qualified staff to ensure a 10:1 participant to counselor ratio with at least one certified teacher for each of the two age groups.

The Organization will provide a structured camp curriculum for all Program(s).

The Organization will provide the advertising and promotional material for the Program.

Each year of the term of the Contract, prior to the commencement of the Program, the Organization will provide a letter of recommendation of approval from the State Police Bureau of Investigation / Volunteer Review Operations, or other acceptable background checks for each employee and volunteer of Organization who will be involved in the Program.

Each year of the term of the Contract, prior to the commencement of the Program, the Organization will provide a complete list of all staff, including trainers, coaches and counselors together with their credentials (education, experience, training etc.).

Each year of the term of the Contract, prior to the commencement of the Program, the Organization will provide a database of all participants in the Program to the Director of Recreation.

Each year of the term of this Agreement, the Organization will provide proof to the Director of Recreation that it has received permission from the Washington Township Board of Education to transport all campers to a school facility in the event of inclement weather and that it has or will arrange for the necessary means of transportation.

The Organization will provide the Township Clerk with evidence that its licenses for operating a child care facility issued by the State of New Jersey are current and cover the entire term of the Contract.

If applicable, the Organization must certify that it is duly incorporated as a non-profit IRC 501(c) (3) corporation under the laws of the State of New Jersey and is in good standing thereunder and that it has tax-exempt status under State and Federal laws.

PAYMENT

The Organization shall pay an annual fee to the Township, as consideration for the use of the Township's facilities for the summer camp program. Bidders are requested to state the fee to be paid to the Township which must be not less than \$2,500 for the initial season and shall increase by 2% for the second year of the contract.

TERM

The term of the Contract shall be for two (2) years, with the option to renew for two (1) one year extensions. Either party may exercise the right to not renew for the second year providing notice before February 1, 2027.

EVALUATION OF PROPOSALS

The Township Administrator will evaluate all proposals submitted and prepare a report for the governing body. The Township Administrator will utilize the following methodology in order to evaluate and rank the proposals:

<u>Criteria</u>	<u>Weight</u>
1. Program content	20%
2. Staff qualifications/experience	20%
3. Ratio of counselors/campers	20%
4. Price/amount paid to Township	5%
5. Affordability to participants	5%
6. References	5%
7. Licenses	5%
8. Availability for designated dates/times	5%
9. Meeting the needs of the community	5%
10. Scholarships offered	5%
11. Non-profit organization	5%

Each criteria will be evaluated on a scale of 1 to 10, with 10 being full compliance with the criteria. The assigned point value will be multiplied by the weight factor and the resulting numbers then totaled for a Total Point Score. The highest possible Total Point Score is 1000. The proposals will be ranked based on the Total Point Scores.

After evaluation of the proposals using the above criteria and ranking, the **Township Purchasing Agent** shall prepare a report evaluating and recommending the award of a contract. The report shall list the names of all Organizations in order of evaluation, shall recommend the selection of a Organization for a contract, shall state the reasons why the Organization has been selected among others considered and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract. The report shall be made available to the public at least 48 hours prior to the awarding of the contract, or when made available to the governing body, whichever is sooner.

AUTHORITY TO REJECT BIDS

The Township reserves the right to reject all proposals, and to readvertise under those circumstances recognized in the Local Public Contracts Law, as amended.

AWARD OF THE CONTRACT

Award of the Contract shall be made by resolution of the governing body within 60 days of the receipt of the proposals, unless at the request of the governing body, the Organizations consent to a longer period.

EXECUTION OF CONTRACT

The Organization to whom a contract is awarded shall execute the contract within ten (10) days after the contract has been forwarded to it for execution by the Township. Should the Organization fail to execute and deliver the contract within the time above mentioned, the Township may thereupon, in its discretion, declare the proposal forfeited and may either award that contract to another Organization or readvertise that contract for new proposals.

LAWS AND REGULATIONS

The Organization's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

P.L. 1999, c. 440 and its provisions shall control to the extent of any inconsistency between that legislation and these specifications.

ORGANIZATION'S EMPLOYEES

The Organization will not be permitted to employ any individual who has not completed and received a criminal history background check satisfactory to the Chief of Police.

The Organization shall not employ any employee of the Township for the summer camp program.

RIGHT TO TERMINATE CONTRACT

The Township shall have the right to declare the Organization in default in the event that the Organization fails to perform in accordance with the terms of the contract or breaches any material element of the contract.

INSURANCE

The Organization is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Township showing that the Organization has obtained all insurance coverages required herein. Neither the Organization nor any of the Organization's agents or employees are permitted to participate in the summer camp program unless all of the insurance required by the Contract Documents is in effect.

Nothing contained herein or in the Contract Documents shall be construed as limiting the extent of the Organization's liability for claims or damages resulting from or related to the Organization's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Township; who shall be listed as an additional insured on such policies. Organization waives all rights against the Township for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insureds.

The Organization acknowledges that the Township has insurable interests under the Organization's insurance policies.

The Organization shall purchase and maintain, at its sole expense, insurance as will provide protection from claims and liabilities which may arise out of or result from Organization's use of Township facilities for the summer camp program and Organization's other obligations under the Contract Documents, whether it is to be performed or furnished by Organization, or by anyone for whose acts any of them may be liable, with companies satisfactory to the Township, as follows:

- a. Worker's Compensation and Employer's Liability Insurance. Covering all of the Organization's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than \$500,000 for bodily injury by accident, \$500,000 for occupational disease and \$1,000,000 aggregate limit.
- b. Commercial General Liability Insurance. With a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement. Blanket Contractual Liability Insurance must be included, expressly insuring the Organization's liability for occurrences assumed by the Organization under the indemnification clause set forth in the Contract entitled, to the extent covered by the standard form of Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).
- c. Umbrella Liability Insurance. Providing coverage at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$2,000,000 combined single limit for bodily injury and property damage.
- d. Policy Limits. Specified above are minimum and wherever the law requires higher limits, the higher limits shall govern.
- e. Periods of Coverage. All policies required under this Contract shall remain in full force and effect during the term of the Contract.
- f. Certificates. All certificates of the insurance required above must be filed with the Township before the Contract is signed on behalf of the Township. The Certificate(s) must expressly state that "All insurance coverages required by the provisions of this Contract of the Township of Washington have been provided". The Certificate of Insurance must expressly

state that “The Blanket Contractual Liability Insurance required in this Contract of the Township of Washington is in full force and effect and such insurance covers the Organization’s liability for occurrences arising under the indemnification clause contained in the said Contract to the extent covered by the standard Broad Form Commercial General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement)”. All Certificates of Insurance must provide for a minimum sixty (60) days prior written notice to the Township of any policy cancellation, material change or non-renewal.

h. Forms of Policies. All liability insurance shall be on an occurrence basis.

Acceptance of the Organization’s insurance by the Township shall not relieve or decrease the liability of the Organization hereunder.

INDEMNIFICATION

The Organization agrees that it shall defend, indemnify and save harmless the Township and its officers, agents, servants, and employees, and each and every one of them against and from all damages to which the Township or any of its officers, agents or servants and employees may be put through the negligence of the said Organization as a result of or caused by the use of Township facilities for the summer camp program, or through any act or omission on the part of the said Organization or its agents, employees or servants.

RIGHT TO ACCEPT OR REJECT PROPOSALS

The Township may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Township reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bids received, if it is in the best interest of the Township to do so.

OWNERSHIP DISCLOSURE STATEMENT

All corporations or partnerships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding that ten percent (10%) ownership criteria established in the act has been listed.

AFFIRMATIVE ACTION LAW

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

Organization 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 or sex. Except with respect to affectional or sexual orientation, the Organization will

take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization 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.

Organization will in all solicitations or advertisements for employees placed by or on behalf of Organization, 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 or sex.

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

Organization agrees to comply with the 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.

Organization agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

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

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

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

Organization shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

5. Payment Terms

The organization shall be responsible to register all participants and to collect all fees and submit the payment due the Township in accordance with the organization's Proposal and Contract with the Township.

6. References/Background Information

Responding organizations will supply as part of their bid contact information (names, organization represented, telephone numbers and email addresses), for two references where the organization has supplied similar camps. Also, the responding organizations will supply names and evidence of background checks for all staff for the Camp

7. Registrant Database

Washington Township will register the participants and provide copies of the Camps registration forms to the selected organization. The organization will submit to Washington Township an MS Excel spreadsheet with the following participant's information: name, address, email address, telephone number, and payment received.

8. Insurance

The selected organization will provide a certificate of general liability of insurance to Washington Township prior the start of each annual session of the Camp in an amount not less than \$1,000,000 / \$2,000,000 and naming the Township as an additional insured. In addition the selected organization must indemnify and hold the Township harmless from any liability or claims as a result of the camp activity on Township facilities.

9. Personnel

The selected organization will designate one individual as the point of contact and provide contact information for all items related to the Camp.

10. Bid Guidelines

Sealed bids are due to the Township Administrator no later than May 7, 2026. Late bids will not be accepted.

Contract will be awarded to the bidder whose bid is most advantageous to the Township price and other factors, including ratio of counselor/camper, time frame availability, experience and references, licenses and meeting the needs of the community considered, all as set forth in the Instructions for Proposals

11. Responsibilities

Please refer to the table below for the responsibilities of the selected organization and Washington Twp.

ORGANIZATION RESPONSIBILITIES	WASHINGTON TWP. RESPONSIBILITIES
<ul style="list-style-type: none"> • Suitable equipment for all activities • Sufficient staff to ensure 10:1 group ratio • Structured camp curriculum for all programs • Any expense in advertising / promoting the camp • Provide background checks of all staff • Provide a database of participants • Provide at least one certified teacher for each program at all times • Register participants and receive fees • Pay Township in accordance with agreed upon terms • Bathrooms and concession stands must be returned to state before camp began daily • If bathrooms or concession stands must be cleaned by DPW staff a \$100 fee will be incurred for each facility. • Secure storage for camp supplies and equipment 	<ul style="list-style-type: none"> • Suitable location / facility

12. Contract

The successful organization shall enter into a Contract with the Township of Washington in the form included with this Request for Proposals.

The bidder accepts all of the terms and conditions as set forth in the Request for Proposals, Instructions for Proposal and Proposal and, if the successful bidder agrees to execute the form of Contract included with this Request for Proposals.

Name of Organization

By: _____
, Title

Dated: _____

STATEMENT OF BIDDER'S RESPONSIBILITY

(This statement must accompany the Proposal)

1. Name under which Bidder/subcontractor conducts business: _____

2. Business address: _____

3. Business phone number _____ fax number _____

E-mail address _____

4. Form of Bidder's business:

_____ Individual

_____ Corporation

_____ Partnership

If Bidder is a joint venture, all questions must be answered by each venturer:

If a corporation, state:

Date of incorporation _____

State of incorporation _____

Address of principal office in New Jersey _____

Names and addresses of all officers of the corporation _____

If a partnership, state:

Date of organization _____

Is partnership general or limited _____

Names and addresses of general partners _____

5. State the number of years during which the Bidder has engaged in business under the name set forth above: _____

6. If within the last five (5) years the Bidder conducted business under another name, or if the Bidder was the successor to another business within the last five (5) years, state the former name and address and the period during which such business operated:

Prior Name: _____

Prior Address: _____

Period of Operation: _____

7. Provide a list of references for camp programs provided within the past two (2) years. Give names, addresses, and phone number of the municipality or party served including the names of the officials of such municipalities or parties who are familiar with the work being performed.

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

NOTE: IF BIDDER IS A NON-PROFIT ORGANIZATION, CHECK HERE AND DO NOT FILL OUT FORM _____

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Township, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partners, exceeding 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or not a stockholder or partners owns less than 10% of the business submitting the bid.

Date: _____

LEGAL NAME OF BIDDER: _____

Check which business entity the bidder is:

Corporation _____

Limited Liability Corporation _____

Subchapter S Corporation _____

Partnership _____

Limited Partnership _____

Limited Liability Partnership _____

Sole Proprietorship _____

Complete if the bidder is one of the 3 types of Corporations:

Date Incorporated: _____

Where Incorporated: _____

NOTE: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form

SIGNATURE DATE

BUSINESS ADDRESS:

Street Address City State Zip

Telephone # Fax #

Listed below are the names and addresses of all stockholders or individuals who own ten percent (10%) or more of its stock of any classes, or who own ten percent (10%) or greater interest therein.

Name Address

Name Address

Name Address

Name Address

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Township of Washington, County of Morris, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of
_____, 2026

Signature of Applicant

Print Name

Signature of Notary

Print Name

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b. 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 or sex;

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

I am aware that if my assertions on behalf of the Contractor made in this Affirmative Action Affidavit are false, I am subject to punishment.

(Signature)

(Title)

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
OF _____, 2026.

Notary Public of

My Commission Expires: _____

NON-CONSTRUCTION CONTRACTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

N.J.S.A. 52:32-44, P.L. 2004, c.57

ATTACH A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, FOR THE BIDDER AND FOR EACH PRINCIPAL (NAMED) SUBCONTRACTOR.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO ITS SUBCONTRACTORS OF THE RESPONSIBILITY TO SUBMIT PROOF OF BUSINESS REGISTRATION TO THE CONTRACTOR.

BEFORE FINAL PAYMENT ON THE CONTRACT IS MADE BY THE CONTRACTING AGENCY, THE CONTRACTOR SHALL SUBMIT AN ACCURATE LIST AND THE PROOF OF BUSINESS REGISTRATION OF EACH SUBCONTRACTOR OR SUPPLIER USED IN THE FULFILLMENT OF THE CONTRACT, OR SHALL ATTEST THAT NO SUBCONTRACTORS WERE USED.

FOR THE TERM OF THE CONTRACT, THE CONTRACTOR AND EACH OF ITS AFFILIATES AND A SUBCONTRACTOR AND EACH OF ITS AFFILIATES SHALL COLLECT AND REMIT TO THE DIRECTOR, NEW JERSEY DIVISION OF TAXATION, THE USE TAX DUE PURSUANT TO THE SALES AND USE TAX ACT ON ALL SALES OF TANGIBLE PERSONAL PROPERTY DELIVERED INTO THIS STATE, REGARDLESS OF WHETHER THE TANGIBLE PERSONAL PROPERTY IS INTENDED FOR A CONTRACT WITH A CONTRACTING AGENCY.

A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L. 2001, c.134 (N.J.S.A. 52:32-44 ET AL) OR SUBSECTION e. OR f. OF SECTION 92 OF P.L. 1977, c.110 (N.J.S.A. 5:12-92) OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF \$25 FOR EACH DAY OF VIOLATION, NOT TO EXCEED \$50,000 FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

CONTRACT

THIS AGREEMENT, made this _____ day of _____

, 2026, by and between:

THE TOWNSHIP OF WASHINGTON,

a municipal corporation of the State of New Jersey, with offices at the Municipal Building, 43 Schooley's Mountain Road, Long Valley, NJ 07853-0216

(Hereinafter, "Township")

and:

(Hereinafter, "Organization")

WITNESSETH :

WHEREAS, the Township owns certain property commonly known as Rock Spring Park which is dedicated as parkland; and

WHEREAS, the Township desires to utilize a portion of Rock Spring Park for a summer camp program; and

WHEREAS, such a program promotes the health, safety, morals and general welfare of the community; and

WHEREAS, the Township and the Organization wish to enter into a written agreement concerning the rights and obligations of the parties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Township grants to Organization a non-exclusive license to utilize certain portions of Rock Spring Park for a summer camp program from the period commencing with the day after the last day of public school during the 2025-2026 school year and ending with the day preceding the first day of public school for the 2026-2027 school year (hereinafter "summer recess period"), subject to the covenants and conditions hereinafter set forth, together with the terms and conditions set forth in the Township's ordinances regarding use of park

facilities. This contract shall be subject to renewal for two additional (1) year extensions. The entire term of this contract, including renewal terms, shall not exceed four (4) years.

2. Organization shall provide the program ("Program") set forth in their proposal, attached hereto as Schedule A, for the fee per participant specified. The Proposal, the Request for Bids and all other documents submitted by Organization shall comprise the Contract documents.

3. The Organization shall be responsible for the registration of all participants in the Program and the collection of all fees and shall pay a fee of \$2,500 by certified check to the Township as the Township fee not less than one week prior to the start of the program each year.

4. The Organization shall utilize only the areas of Rock Spring Park designated by the Director of Recreation for Program activities which areas the Township agrees to make available to Organization for the duration of the Program.

5. The Organization agrees as follows:

(a) That the Township Committee of the Township of Washington shall have the right to terminate this agreement, upon recommendation of the Public Works Department, the Recreation Department or the Police Department, for improper or disruptive behavior, breach of any covenants or conditions of this agreement, breach of duly promulgated rules and regulations or unforeseen and compelling public need;

(b) That it will procure and furnish to the Township Clerk, within 10 days of the execution of this Contract and by February 1st of each subsequent year, a certificate evidencing public liability insurance with limits and coverage in amounts not less than \$1,000,000/\$2,000,000 which names the Township as an additional insured and specifies Township parks and facilities as a location for the Program; and that it will keep such coverage in full force and effect during the term of this agreement;

(c) That it hereby releases the Township from any liability for damage or injury to persons or property of the Organization or its guests or any other persons, including proximately related third parties, arising out of or caused by the use of Township parks and

facilities by the Organization, and the Organization shall hold the Township harmless from and indemnify it against any liability or claims so arising, unless the said liability, claim, loss or damage is caused by or arises out of the sole negligence of the Township or its employees or agents;

(d) That all activities shall be conducted in such a fashion as not to materially hamper, delay or interfere with the use of Township parks and facilities by the general public;

(e) That it will be responsible for the cleanup of all litter and debris generated as a result of the use of the park by Organization and that it will supply, at its own expense, a dumpster and make private arrangements with a waste hauler for the removal of trash.

(f) That it will for the duration of the camp will be responsible for the cleaning of rest rooms used by the Organization so as to maintain a safe and sanitary condition at all times. The organization must contract with a cleaning service or with the Department of Public Works for daily bathroom. The fee for DPW staff will be \$150.00 per cleaning.

(g) That it will **not** have access to the concession stand;

(h) That it will coordinate its activities schedule with the Director of Recreation and cooperate with and implement all reasonable requests of the Director of Recreation;

(i) That it will provide suitable equipment and supplies for all Program activities including tee-shirts, caps etc.;

(j) That it will provide sufficient qualified staff to ensure a 10:1 participant to counselor ratio;

(k) That it will provide a structured camp curriculum for all Program(s);

(l) That it will provide the advertising and promotional material for the Program;

(m) That each year of the term of this Agreement, prior to the commencement of the Program, it will provide a letter of recommendation of approval from the

State Police Bureau of Investigation / Volunteer Review Operations, or other acceptable background checks for each employee and volunteer of Organization who will be involved in the Program;

(n) That each year of the term of this Agreement, prior to the commencement of the Program, it will provide a complete list of all staff, including trainers, coaches and counselors together with their credentials (education, experience, training etc.);

(o) That each year of the term of this Agreement, prior to the commencement of the Program, it will provide a database of all participants in the Program to the Director of Recreation.

(p) That each year of the term of this Agreement, it will provide proof to the Director of Recreation that it has received permission from the Washington Township Board of Education to transport all campers to a school facility in the event of inclement weather and that it has or will arrange for the necessary means of transportation.

(q) That it will provide the Township Clerk with evidence that it's licenses for operating a child care facility issued by the State of New Jersey are current and cover the entire term of this use agreement;

(r) If applicable, that it certifies that it is duly incorporated as a non-profit IRC 501(c)(3) corporation under the laws of the State of New Jersey and is in good standing hereunder and that it has tax-exempt status under State and Federal laws.

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

ATTEST:

Township Official

TOWNSHIP OF WASHINGTON

By: _____
Michael A. Marino, Mayor

ATTEST:

By: _____