

BOROUGH OF WOODCLIFF LAKE
BERGEN COUNTY, NEW JERSEY

SPECIFICATIONS

**OPERATION OF THE CONCESSION STAND AT
OLD MILL POOL**

Ryan Magee, Director Parks & Recreation
Old Mill Pool

QUOTE SUBMISSION DEADLINE

11:00 am prevailing time
April 3, 2025
Borough Council Chambers
188 Pascack Road
Woodcliff Lake, NJ 07677

All proposals must be clearly marked
“Request for Quotes: **OPERATION OF THE CONCESSION STAND AT OLD MILL
POOL**”

ADDRESS ALL PROPOSALS TO

Borough of Woodcliff Lake
ATTN: Ryan Magee, Director of Parks & Recreation
188 Pascack Road
Woodcliff Lake NJ 07677
(201) 391-4977 extension 219

BOROUGH OF WOODCLIFF LAKE
OPERATION OF THE CONCESSION STAND
AT THE OLD MILL POOL
TECHNICAL SPECIFICATIONS

GENERAL SCOPE OF WORK

1. The purpose of this contract is to operate at the Borough's discretion, the summer operation for retail food services within the concession stand at The Old Mill Pool for the 2025 season with up to two (2) additional option years at the Boroughs sole discretion, first option year 2026 and second option year 2027, from the Friday prior to Memorial Day to Labor Day each year. The contract area of responsibility includes the exterior food consumption area.
2. Each vendor shall make their own site inspections of the Old Mill Pool to ascertain the existing conditions of the concession stand and equipment (see attached list of concession stand equipment available) and to become fully aware of the scope of operations necessary to service approximately 1300+ registrants, for a total of 600 memberships.
3. Prior to the seasonal startup of the concession stand, the contractor is required to become familiarized with the special constraints, operation, existing equipment, and health standards required to operate at the Pool. Set up two (2) weeks prior, the opening is Friday before Memorial Day and closing is Labor Day at 6pm.
4. Prior to the pool opening, the contractor must inspect all components of the concession stand and inform the Recreation Director of any components found in disrepair that are necessary for operation.
5. If during the progress of work, the contractor fails to provide sufficient manpower, management, and equipment to reasonably provide retail sales of food product, the Borough shall declare the contractor in default. The Borough will make this declaration in sufficient time for the Borough to seek and execute a contract to employ another contractor to operate the concession stand for the summer Old Mill Pool operation.
6. Camp days Monday-Friday (starts on June 24th through August 9th), the concession shall be open to serve lunch by 11:30am daily.
7. The Concession shall be open every day for a minimum of **5 hours per day, preferably during peak times**, starting on Memorial Day weekend through Labor Day. Membership hours are weekends only from May 27th – June 14th from 11 am – 7 pm. Starting Monday, June 14th – August 26th, hours will be Monday to Friday 12 pm – 8 pm, and Saturday and Sunday's 11 am-8 pm.
8. All pools shall be in full operation approximately May 16th of each year although the Old Mill Pool may not be open at that time. The Old Mill Pool is open to the public on Memorial Day weekend, through Labor Day weekend. Hours are below:

The 2025 swim season is defined as: May 24th through September 1st

Facilities will be open Saturdays and Sundays only after Monday May 26th, Memorial Day, through June 16th where pool will be open full time through Labor Day. Weather Permitting.

Hours of operation:

11:00 am to 8:00 pm (weekends)
12:00pm to 8:00 pm (daily- starting June 16th)

August 11th- September 1st – Pool closes at 7:00pm
August 25th-August 29th (4:00pm-7:00pm)
September 1st– Labor Day.
Labor Day Hours 11:00-6:00pm

9. Concession Stand building shall be closed by September 20th each year. The contractor shall be responsible for the physical condition and cleanliness of the concession area and exterior food consumption area during the Old Mill Pool season. At the end of each season, the contractor shall leave the concession area and exterior food consumption area in a clean and disinfected state. All food items shall be removed from the premises at the end of each season.
10. Grease trap and suppression system will be professionally cleaned in season 1-2 times by a company that is hired by the Borough of Woodcliff Lake.

Specific Concession Provisions

1. CHARACTER AND LOCATION

The Old Mill Pool is located at 1 Werimus Road in the Borough of Woodcliff Lake. The mailing address is 188 Pascack Road, Woodcliff Lake, NJ 07677.

The purpose of this solicitation is to provide retail food services (snack bar services) to the public at the Old Mill Pool during the swim pool season. The term is for the 2025 season with the first option 2026 and the second option 2027. Each renewal shall be at the sole discretion of the Borough of Woodcliff Lake.

The Concessionaire shall be required to provide a variety of quality hot and cold foods at reasonable prices available for a projected enrollment of 1300+ registrants, for a total of 600 memberships. The Borough runs a summer camp at the pool beginning June 30th, 2025, through August 8th, 2025, Monday to Friday. The Concessionaire will be responsible for offering lunch for the campers and or counselors who wish to purchase lunches. The Concessionaire daily shall provide 2-3 choices for lunch and shall not exceed \$40 per camper per week.

2. CONCESSIONAIRE

The Contractor shall keep himself informed and shall comply with all Federal, State and Local laws and or ordinances, as such may apply.

The Concessionaire shall observe and comply with all Federal and State Laws, rules and regulations, and local ordinances that affect those engaged or employed in the Concession, the materials or equipment used, or the conduct of the work.

The Concessionaire shall obtain all permits required by law to operate such Concession, including permits required for equipment by the Borough of Woodcliff Lake such as, but not limited to, fire inspection of the premises and of machinery, sprinklers, smoke detectors and health permits and the Food Handlers Course. Please call: 201-634-2730.

The Concessionaire shall insure that all employees at their sole cost, have the necessary work permits (fire prevention and health department) for the management, preparation, sale and distribution of the food and drinks. While maintaining the cleanliness and sanitation for such premises and equipment.

The Concessionaire will maintain all equipment to comply with local, county and state health codes, expense to be borne by the Concessionaire. Items owned by the Borough shall remain the property of the Borough as per the attached list. Any issues with the Borough property shall be reported to the Recreation Director prior to the start of the season or any time during the season if there is an issue with Borough property.

The Borough reserves the right to obtain food and beverages from another vendor for events conducted outside the normal days/or hours of operation. However, the Concessionaire will be given the opportunity to compete for such business.

The Concessionaire shall supply all maintenance materials (i.e. Soaps, cleaners, cleaning supplies, bleach and garbage bags) that they will use for the endeavor. The Concessionaire may not use the Old Mill Pool's or Borough maintenance material under any circumstances for said concession stand. Concessionaire will provide maintenance personnel to keep snack area clean and garbage's emptied.

The Borough of Woodcliff Lake will not accept deliveries on behalf of the Concessionaire.

The Borough shall not be liable to the Concessionaire for any loss and or damage. Concessionaire is responsible for securing the snack bar/concession building each day and evening. The Borough of Woodcliff Lake will provide two (2) keys that shall not be duplicated.

It is understood and agreed that the Concessionaire is an independent contractor qualified to perform the services to be provided under the terms and conditions of these specifications.

The Concessionaire agrees to operate the Snack bar concession during hours set forth in these specifications. The Recreation Director will notify the Concessionaire of daily parties and special events and or when the pool will be closed due to inclement weather.

The Concessionaire shall be responsible for the cleanliness of both the snack bar building and entire snack stand eating areas. The food service area shall be maintained in accordance with New Jersey, Woodcliff Lake Board of Health Ordinances and codes. At the end of each season, the Concessionaire shall leave both the snack bar building and the entire snack eating areas clean and disinfected. All food items shall be removed from the premises by the Concessionaire at the end of each season, no later than two (2) weeks after the club is officially closed.

All trash and other debris shall be disposed of according to the instructions of the Recreation Director. The snack eating area shall be thoroughly washed down with bleach and water by the Concessionaire at the close of each day the facility is open. The concessionaire shall promptly empty all trash baskets in the snack stand area as they become full. All trash is to be removed. This area must be maintained on an hourly basis including the pickup of trash in flower beds and condiment area by Concessionaire within the confines and placed in a properly marked dumpster provided by the Borough (all cardboard to be broken down flat). The Concessionaire shall comply will all aspects of the State of New Jersey and the Borough's recycling program. The Concessionaire will be responsible for replacement of plastic trash liners for garbage and recycling containers within the snack bar building and eating areas.

The Concessionaire shall also patrol the pavilion area as necessary to remove debris from the tables and flooring. Tables are to be washed down after use on a daily basis, after use by patrons.

Concessionaire shall post all products and prices by appropriate signs in the snack bar area.

Concessionaire may not directly or indirectly, advertise or display the name of retail, wholesale or other business at Old Mill Pool. Unless directly related to sale of product and or items sold by the concessionaire.

Concessionaire shall be skilled in the operation of retail food services, and shall furnish in writing, upon request by the Borough, full and detailed evidence of the financial and business ability, character, organization, experience, and equipment possessed by the concessionaire to successfully execute the work under consideration. No quote will be considered which is unable to show that he has performed considerable work of similar character and magnitude to that on which is being proposed.

Each Concessionaire shall also satisfy himself, by personal examination of the location of the proposed work and by such other means as he may prefer, as to the actual conditions and requirements of the work to enable him to prepare his proposal intelligently and to his advantage.

The Concessionaire shall make himself familiar with all the documents, before submitting his proposal, in order to ensure that no misunderstanding(s) shall exist in regard to the nature and character of their work completed. No allowance will be made for any claims that a quote is

based upon incomplete information as to the nature and character of the site, of the work involved. Each Concessionaire shall carefully fill out Experience Questionnaire provided in the Proposal.

3. PROPOSALS

All proposals shall be received in an enclosed envelope, properly addressed to the Director of Parks & Recreation, Ryan Magee of the Borough of Woodcliff Lake New Jersey, by April 3, 2025, 11:00 am and marked

“OPERATION OF THE CONCESSION STAND AT THE OLD MILL POOL”

Proposals shall be made solely on the “Proposal” attached hereto, and any proposals shall be considered non-responsive and rejected which are not, in all respects, in conformity with this notice. Proposals shall be completely filled in. If the Concessionaire is a corporation, the quotes shall be signed in writing by a properly authorized officer of the corporation. Quotes shall be written in ink or typed with words and figures in each item where a price is called for.

No quote shall be allowed to be withdrawn for any reason after it has been submitted.

4. PAYMENT OF RENT

Rent payments are due the 1st of each month, at total of four (4) equal payments beginning on June 1st, July 1st, August 1st and September 1st.

Snack Bar Equipment List

The following equipment is available for use by the concessionaire:

1. 3 compartment sink
2. Slop sink for mopping
3. Salad Bar Refrigerator
4. Grill
5. 2 Fryers
6. Hand wash sink
7. Chest freezer
8. Metal Shelve
9. Suppression system for the grill
10. 2 fire extinguishers (one for grease and 1 for chem)
11. Wire shelves
12. Box fan

All equipment must be maintained, cleaned, and kept in working order. Any repairs or concerns must be reported to the Recreation Director at any time before the season and throughout the season.

END OF TECHNICAL SPECIFICATIONS

**BOROUGH OF WOODCLIFF LAKE
 OLD MILL POOL
 Operation of the Concession Stand
 PROPOSAL FORM**

Vendor's Name: _____

Address: _____

Phone: _____ Fax: _____

Print Name: _____ Title: _____

2025 Season Base Year	\$ _____.
2026 Season 1 st Option Year	\$ _____.
2027 Season 2 nd Option	\$ _____.
TOTAL Base year and up to two option years 2025, 2026, and 2027	\$ _____.

PRINT OR TYPE - TOTAL CONTRACT BASE AND OPTION YEARS IN DOLLARS AND CENTS:

PRINT OR TYPE - TOTAL CONTRACT BASE AND OPTION YEARS IN DOLLARS AND CENTS IN WORDS:

Signature of Authorized Agent

Date

Proposals shall be submitted with one (1) complete ORIGINAL proposal, clearly marked as the “ORIGINAL” proposal and two (2) full, complete, and exact COPIES of the original proposal package.

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 the services per Schedule of Values for this contract.

Name of Vendor: _____

Signature of Vendor: _____

Title: _____

Print Name: _____

Date: _____

Sworn and subscribed before me
on this _____ day of _____, 20____

Notary Public
State of New Jersey
My commission expires:

**BOROUGH OF WOODCLIFF LAKE
QUALIFICATIONS
PROPOSAL FORM (continued)**

This proposal includes minimum qualifications and requirements allowing the Borough of Woodcliff Lake to select the most qualified, responsive, and responsible.

CONCESSIONAIRE QUALIFICATIONS:

A. In an effort to assess the reliability, experience and dependability of the vendor:

1. Has the vendor ever filed for Bankruptcy/restructuring?

Yes ___ No ___ *If yes, please give a full explanation including dates in the vendor's cover letter.*

2. Has the vendor ever reorganized from a previous bankruptcy using a different or same name?

Yes ___ No ___ *If yes, please give a full explanation including dates in the vendor's cover letter.*

3. In an effort to verify the reliability, experience and dependability of the vendor, the vendor may be required to provide references. Does the vendor agree to provide references if requested?

Yes ___ No ___ *If no, please give a full explanation in the vendor's cover letter.*

4. I agree to up to two (2) one (1) year extensions as described in the specifications if awarded by the Mayor and Council. Please check.

Yes ___ No ___

5. Any exceptions to the specifications taken.

Yes ___ No ___

Exception(s)

Signature of Authorized Agent

Date

(Corporate Seal, if appropriate)

END OF PROPOSAL FORMS

III: FORMS

BOROUGH OF WOODCLIFF LAKE REQUEST FOR PROPOSAL CHECK LIST
THE FOLLOWING LISTED ITEMS MUST ACCOMPANY THIS REQUEST FOR PROPOSAL
UNLESS NOTED OTHERWISE IN THE INSTRUCTIONS AND REQUIREMENTS: *THIS FORM IS
FOR YOUR INTERNAL USE ONLY.* **NO BID GUARANTEE/BOND IS REQUIRED**

1. ___ Proposal Form
2. ___ Americans with Disabilities Act of 1990 Acknowledgement
3. ___ Statement of Ownership Disclosure
4. ___ Non-Collusion Affidavit properly notarized
5. ___ Affidavit of Disbarment, Suspension and Disqualification
6. ___ Hold Harmless Agreement
7. ___ Capability Information and Affidavit Sheet(S)
8. ___ Disclosure of Investment Activities in Iran (prior to the award of contract)
9. ___ Certification of non-involvement in prohibited activities in Russia or Belarus
10. ___ Vendor Information Sheet
11. ___ Notice of Receipt of Addenda
12. ___ State of New Jersey Business Registration Certificate (prior to the award of contract)
13. Executed Contract (after award)

The undersigned hereby acknowledges the above listed requirements:

Authorized signature and tile

Print Authorized name and tile

Witness's Signature

Print Witness's Name

ATTENTION: Contractors should not submit their own form of disclosure statement or Non-collusion Affidavit. Use only the forms supplied, or proposal may be rejected.

CONTRACTORS INFORMATION SHEET

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 the following:

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING PROPOSAL: _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

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 the services per Schedule of Values for this contract.

Name of Contractor: _____

Signature of Contractor: _____

Title: _____

Print Name: _____

Date: _____

Sworn and subscribed before me
on this _____ day of _____, 20____

Notary Public
State of New Jersey
My commission expires:

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

The contractor and the Borough, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

AMERICANS WITH DISABILITIES ACT OF 1990 ACKNOWLEDGEMENT
Equal Opportunity for Individuals with Disability (continued)

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 law.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the 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):

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

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

If a Contractor 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 proposer; that the Borough of Woodcliff Lake 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 the Borough to notify the Borough 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 Borough to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF _____ SS:

I certify that I am _____ of the firm of _____ the Contractor making the bid for the above-named project with full authority to do so; and I state that the respondent 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 / or material bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Borough of Woodcliff Lake relies upon the truth of the statement contained in said bid and in the statement contained in this Affidavit in awarding the contract for the said project and / or material bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Respondent.

(Signature of respondent) SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

**VENDOR'S AFFIDAVIT INDICATING THEY ARE
NOT DEBARRED, SUSPENDED AND DISQUALIFIED**

BY THE STATE OF NEW JERSEY

Borough of Woodcliff Lake, County of Bergen

I, _____ of the Town of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose that:

I am _____, an officer of the firm for the above named work, and that I executed the said Proposal with full authority to do so; that said Vendor at the time of making of this Proposal is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified Contractors and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Borough relies upon the truth of the statements contained in said Proposal and in statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Contractors at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Borough shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Proposal as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

Subscribed and Sworn before me this _____ day of _____, 202_.

Notary Public

**BOROUGH OF WOODCLIFF LAKE
BERGEN COUNTY, NEW JERSEY**

HOLD HARMLESS AGREEMENT

FOR

Operation of the Concession Stand at the Old Mill Pool

BETWEEN:

Borough of Woodcliff Lake
188 Pascack Road
Woodcliff Lake, New Jersey 07677

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Woodcliff Lake.
2. The Contractor agrees to indemnify and hold harmless the Borough of Woodcliff Lake, and the Mayor and Council of the Borough of Woodcliff Lake, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including reasonable attorneys' fees to which the Borough of Woodcliff Lake may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, breach of contract, or by or in consequence of any neglect or omission on the part of the Contractor whether intentional or unintentional, or in the absence thereof, by anyone directly or indirectly employed by the Contractor, and for whom the Contractor is liable or responsible.
3. The Contractor shall defend, indemnify and hold harmless the Borough, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, of any type whatsoever, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from (a) any intentional or negligent act, error, or omission or failure to perform the Goods and/or Services by the Contractor or anyone performing the Goods and/or Services on behalf of the Contractor, (b) any personal injury or damage to property that may arise out of, or result from the Contractor's acts or omissions in performing the Goods and/or Services, (c) any breach of the Agreement, or a breach of the implied covenant of good faith and fair

dealing, by the Contractor or anyone performing the Goods and/or Services on behalf of the Contractor, or (d) the Contractor's failure to comply with any statute, regulation, ordinance, rule, code or applicable law.

- 4. The Contractor shall hold the Borough of Woodcliff Lake harmless for damages to the Contractor's equipment utilized during the term of this Contract.
- 5. The Contractor agrees to provide a certificate of insurance specifically naming the Borough of Woodcliff Lake as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this ___day of _____, 202_.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

CAPABILITY INFORMATION AND AFFIDAVIT

The Vendor shall provide the following information which should clearly match the section numbering and titles below. The proposal should be clear, factual and concise. This will facilitate review and evaluation.

The Vendor may utilize as many additional sheets as necessary and submit supplemental information which it feels may be useful in evaluation of its proposal.

1. Basic Company Information:

- Company name
- Number of years in business
- Names of firm owner(s) and management team
- Principal activities
- Locations of the principal office, and the office(s) that would provide services

2. Personnel Information

- Number of technical staff in the firm, by area of responsibilities.
- The identity and the professional credentials, professional licenses and resumes of key personnel to be assigned to the Borough, and their areas of responsibilities.

3. Legal issues – list and explain:

- Any judgments within the last three (3) years in which the vendor has been adjudicated liable for professional malpractice.
- Any bankruptcy or reorganization proceedings in the last ten (10) years.
- All immediate relatives of principals of the vendor who are Borough's employees or elected officials. For this purpose, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct line aunt or uncle, grandparent, grandchild and in-laws by reason of relationship.

4. References

At least three (3) clients for whom similar services for similar technologies have been or are currently being provided. Include at least one client that has discontinued your services in the past three years. Relationships with New Jersey government clients are preferred. Submit the following information for each client:

- Name of contracting company or government agency
- Project name and description
- Contact person's name, position, and current email and telephone number

- Dates, cost and scope of services
- Current status and any additional comments

5. Subcontracting

- Describe any services that may be subcontracted to provide services to the Borough.
- Identify all subcontractors the vendor anticipates using.

6. I agree to two (2) one-year period extensions as described in the specifications if awarded by the Mayor and Council. Please check.
 Yes ___ No ___

7. Exceptions

Any exceptions to the specifications taken.
 Yes ___ No ___

Exception(s)

As _____, (Title) of _____
 (“Vendor”) I certify that Vendor has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the Borough with the procedures specified in the specification.

 Name (type) of President

 Signature

 Telephone Number

 Fax Number

 Print Witness Name

 Witness Signature

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates 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**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____
Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Borough of Woodcliff Lake in the County of Bergen 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 contracts with the Borough to notify the Town 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 agreements(s) with the Borough and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Bidder/Vendor: _____ (signature)

**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

NOTICE OF RECEIPT OF ADDENDA

The undersigned agrees that the following addenda, which have been issued during the Proposal period, have been received and have been considered before and in preparation of this proposal.

<u>Addenda Number</u>	<u>Date Received</u>
_____	_____
_____	_____

NOTE: FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDUM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL IN ACCORDANCE WITH APPLICABLE LAW

Name of Respondent/Company

By: _____ (signature)
Name/Title

END OF THE RFP