



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

**Competitive Contracting  
Request for Proposals for:**

**"Pool Management Services for the Old Mill Pool"**

**Opening: April 4, 2025 at 11:00 a.m.**

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

**NOTICE FOR REQUEST FOR PROPOSAL**

Request for Proposals will be received by the Borough Clerk of the Borough of Woodcliff Lake, County of Bergen, State of New Jersey, at the Borough Clerk's Office in the Municipal Building at 188 Pascack Road, Woodcliff Lake, New Jersey, on April 4, 2025, at 11:00 AM. The Borough Clerk will receive Sealed Proposals for:

**POOL MANAGEMENT SERVICES AT THE OLD MILL POOL COMPLEX**

Proposal may be obtained at Municipal Building, 188 Pascack Road, Woodcliff Lake, New Jersey, during normal business hours 8:00 a.m. to 4:00 p.m. Monday & Thursday, Tuesday/Wednesday 8:00 a.m. to 6:00 p.m., and 8:00 a.m. to 1:00 p.m. Friday, or by contacting Ryan Magee at 201-391-4977, ext. 219 or email [parkandrec@wclnj.com](mailto:parkandrec@wclnj.com).

Said proposals must be enclosed in a sealed envelope bearing the name and address of the vendor and must be addressed to the Borough Clerk, Deborah Dakin, of the Borough of Woodcliff Lake and must have marked conspicuously '**Request for Proposals for Pool Management Services at the Old Mill Pool Complex**'. Proposals will not be accepted by facsimile transmission or e-mail. Respondents must submit an original and (1) copy (Do NOT staple or bind the copy).

Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:2701.1 et seq. The Borough intends to award any contract for these services pursuant to N.J.S.A. 40A:11-4J.

The Borough reserves the right to reject any or all Proposals, to waive any informalities or to accept a Proposal which, in its judgment, best serves the interest of the Borough.

**OPTIONAL SITE INSPECTION:**

Prior to submitting a Proposal, prospective Contractors are encouraged to visit the site(s) and completely familiarize themselves with the site(s) and/or existing general and local conditions which can affect that service. During the optional site inspection, contractors will be afforded a tour of the facilities and shown available equipment and supplies. The optional pre-submission site inspection will take place on March 26, 2025 from 10:00 AM to 12:00 PM (rain or shine) at the Old Mill Pool Complex, 1 Werimus Road, Woodcliff Lake, New Jersey. Failure to make such inspection will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing this contract.

# **I. GENERAL SPECIFICATIONS**

## **A. GENERAL INSTRUCTIONS AND REQUIREMENTS**

1. The intent of this Request for Proposals (RFP) is for the Borough of Woodcliff Lake (“Borough”) to award a contract for Pool Management Services for the Old Mill Pool (“Pool Management Services for the Old Mill Pool”) in accordance with these General Specifications, the documents attached hereto, and the Request for Proposal selected.
2. The Borough of Woodcliff Lake (“Borough”) seeks Proposals in accordance with the Competitive Contract Procedures (N.J.S.A. 40A:11-4.1 et seq.) for the “Pool Management Services for the Old Mill Pool” to the Borough of Woodcliff Lake for the 2025 Swimming pool season with up to two (2) one (1) year renewal terms at the discretion of the Borough. The initial term of the contract for these services will be from Saturday Memorial Day Weekend, through Monday Labor Day Weekend, dates are subject to change at the sole discretion of the Borough of Woodcliff Lake. The contract may be extended for up to two (2) additional one-year extensions. The total contract term is not to exceed three (3) years from date of commencement.
3. Questions regarding this RFP should be directed to the Borough of Woodcliff Lake’s Recreation Director, Ryan Magee, at (201) 391-4977 ext. 219 or by e-mail at [parkandrec@wclnj.com](mailto:parkandrec@wclnj.com) Questions regarding this RFP must be received no later than ten (10) business days prior to acceptance date. Questions received after this time period may not be considered.
4. Updates, amendments and/or addenda to the RFP will be issued on the Borough’s website no later than seven (7) business days prior to the date scheduled for the receipt of proposals. Proposers are required to acknowledge receipt of any issued updates/amendments/addenda. Failure to do so will result in rejection of your proposal. Proposers must check the Borough’s website prior to completing their response for any posted addenda, notices, or clarification.
5. Each RFP proposal form must be submitted upon the RFP proposal form(s) included in these documents complete with the full business address, business phone, fax, e-mail if available, the contact person of the respondent. The RFP proposal must be signed by a company official or authorized individual in order to be accepted by the Borough as a valid RFP.
6. RFPs containing any conditions, omissions, unexplained erasures or alterations, items not called for in the RFP proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the RFP must be initialed in ink by the person signing the RFP.
7. Ownership Disclosure – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33) N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the RFP or accompanying the RFP of said business organization, respondents shall submit a statement setting forth the names and addresses

of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed. A form of Ownership Disclosure is annexed hereto.

The included State of Ownership shall be completed and attached to the RFP proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the RFP as it cannot be remedied after RFPs have been opened.

8. The Borough reserves the right to award a contract to the lowest responsible respondent or reject any or all RFPs for any reason, in whole or in part, as permitted by law, including but not limited to: (a) all RFPs pursuant to N.J.S.A. 40A:11-13.2; (b) if more than one RFP is received from an individual, firm or partnership, corporation or association under the same name; (c) multiple RFPs from an agent representing competing respondents; (d) the RFP is inappropriately unbalanced; (e) the respondent is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or if the successful respondent fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the RFP of the next lowest responsible respondent. (N.J.S.A. 40A:11-24b).
9. The Borough reserves the right of award a tie RFP to the vendor it determines best meets the needs of the Borough.
10. The Borough reserves the right to award a contract based on any combination of based RFP only, base RFP and one or more of the options that may be described in the RFP proposal or based, or any combination thereof.
11. If the award is to be made on the basis of a total RFP only, or on the basis of a combination of a base RFP with selected options (based on the availability of funds); it shall be made to the lowest responsible responsive respondent for the base RFP and the selected options, and in the case of the receipt of two RFPs of equal prices, as per N.J.S.A. 40A:11-6.1(d).
12. As to discrepancies in RFPs, if the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.
13. A RFP cannot be withdrawn after the expiration of the time set for receiving RFPs, except as may be required by N.J.S.A. 40A:11-23.3, nor can any changes in price or other details be made following the RFP opening.
14. Should the respondent wish to offer an equivalent item to those specified herein, the respondent must establish equivalency and submit documentation establishing the equivalency of the proposed items with the RFP. The Borough's determination as to

equivalency shall be final. If no equivalent item is proposed, the respondent shall supply all products and services exactly as specified. The respondent should, however, note on the RFP Form that exceptions are attached. In the absence of any exceptions by the respondent, it will be presumed and required that the goods and services as described in the RFP specification be provided or performed.

15. All goods and services are subject to examination by the Borough. The Borough reserves the right to reject any and all goods or services prior to acceptance that, in the Borough's judgement, are defective or which do not meet the specifications. The Borough will not pay for such defective goods or services. The successful respondent bears the risk of loss for all goods and/or services until such time as the goods and/or services are accepted by the Borough.
16. Payment for products and services will be made upon completion and acceptance of the work by, or supplying of the items to, the Borough and payment of all undisputed amounts will be made within thirty (30) days following the next regularly scheduled meeting of the Council of the Borough after receipt of a properly certified and tabulated Borough payment voucher and/or invoice.
17. All products supplied must be new and all product warranties shall be transferable to the Borough. All work or services must be completed in a workmanlike manner using industry standard materials and must be completed in a timely fashion.
18. The successful respondent will be responsible for providing the specified goods and services and shall otherwise begin the work immediately after receiving written notice by the Borough of Woodcliff Lake that a contract has been awarded and to proceed with the provision of goods and services. The successful Contractor shall provide all goods and services promptly and within the time required by the Specifications and the Borough. Failure to perform the work and/or provide the goods and services within the time required shall constitute a material breach of contract. In the event of termination for cause by the Borough, the successful respondent shall be liable to the Borough for any increased cost incurred by the Borough in procuring the goods or services from another vendor.
19. All RFPs must be enclosed and received in a sealed envelope and plainly marked on the outside of the envelope as directed on the Notice to Respondents.
20. At the time of the opening of RFPs, each Respondent will be presumed to have inspected the site(s) and to have read, and to be thoroughly familiar with the Contract Documents. The failure or neglect of any Respondent to receive or examine any form, instrument, or document, or to thoroughly investigate the project site, shall in no way relieve any Respondent from any obligation in respect to its RFP.
21. The respondent understands and agrees that its RFP is submitted on the basis of the specifications prepared by the Borough. The respondent accepts the obligation to become familiar with these specifications, and by submitting a RFP warrants that it is familiar with the requirements of the specifications and that the specifications are complete.
22. Respondents are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by

respondents should be promptly reported in writing to the appropriate official. Any prospective respondent who wishes to challenge a RFP specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the respondent fails to notify the Borough of such ambiguities, errors or omissions, the respondent shall be bound by the requirements of the specifications and the respondent's submitted RFP.

23. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any respondent. All technical questions should be addressed to the Borough's Purchasing Agent, or as otherwise stipulated in the specification, in writing. Questions should be directed to Jonathan M. DeJoseph, CMFO and QPA (201) 391-4977 or e-mail [jdejoseph@wclnj.com](mailto:jdejoseph@wclnj.com). In order to be given consideration, a written request must be received at least ten (10) business days (Saturday, Sunday and holidays excluded), prior to the date fixed for the opening of the RFP for goods and services. Questions received after this time will not be considered. If issued, all interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective respondents. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the respondent in the RFP. The Borough's interpretations or corrections thereof shall be final. When issuing addenda, the Borough shall provide required seven (7) days' notice prior to the official receipt of RFPs to any person who has submitted a RFP or who has received a RFP package pursuant to N.J.S.A. 40A:11-23(c)(1).
24. If so stated in the Legal Notice to Respondents, a pre-RFP conference for this proposal will be held. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the respondent of any requirements of these specifications.
25. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and / or to any other person, company or corporation without the prior written consent of the Borough.
26. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ to Borough Property including but not limited to Real Property, Buildings, Business Personal Property, Vehicles and Equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the Borough, such property as was damaged by those in his employ or for which the Contractor is responsible, while providing the Services. In case of failure on the part of the Contractor to restore or repair such property in the manner satisfactory to the Borough, the Borough may, upon 48-hour notice to the Contractor, proceed to make such repairs or restore such property, that in its judgment has been injured or damaged by the Contractor or those in his employ or for whom he is responsible, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this contract. If the amount remaining to be paid on the contract is insufficient to cover the damages incurred by the Borough, the Contractor shall remain liable for all costs above and beyond the remaining contract balance.
27. It is the respondent's responsibility to present its RFP to the Borough at the time and at the Pool Management Services for the Old Mill Pool

place designated. The Borough accepts no responsibility for the receipt of RFPs delivered to it; it is a respondent's responsibility to assure itself that its RFPs are received by the Borough. RFPs received after the designated time and date will be returned unopened.

28. Sealed RFPs forwarded to the Borough before the time of opening of RFPs 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 RFP. Once RFPs have been opened, they shall remain firm for a period of sixty (60) calendar days.
29. The successful respondent whose RFP is accepted will be held responsible for any loss or error arising from their failure or misunderstanding of the requirements listed in the specifications.
30. The successful respondent will provide all the necessary labor, tools and equipment required to start and complete the job.
31. Successful respondent(s) shall be required to comply with Exhibit A regarding affirmative action requirements for procurement, professional and service contracts. The successful respondent shall be responsible for providing a valid employee information report or completing an AA-302 form within ten (10) days of a contract award. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
32. Respondents shall sign the attached Non-Collusion Affidavit. The Affidavit shall be properly executed and must be submitted with the RFP proposal.
33. Respondents shall be required to submit with their RFP the provided affidavit indicating they are not debarred, suspended, and or disqualified by the State of New Jersey.
34. The total costs of all services provided pursuant to the terms of the Contract Documents shall not exceed the original contract price, except that the Borough of Woodcliff Lake reserves the right to increase or decrease the maximum amount of said contract and reduce or increase the contract price proportionately to the amount of services/equipment reduced, in accordance with applicable law.
35. Pursuant to N.J.S.A. 40A:11-18, whenever possible, contractor will use manufactured products of the United States. Items of foreign origin must be so indicated. Contractor's signature on the RFP will be taken as its certification that all manufactured articles, materials, supplies, not so indicated, have been made or produced in the United States.
36. Prior to award of the Contract, Respondent must provide a copy of the State of New Jersey Business Registration Certificate, as required by New Jersey P.L. 2009, Chapter 315. Such certificate shall have been issued as of the date and time of the RFP opening.
37. All items to be RFP which refer to specific brand names shall read to include "or equivalent."
38. Iran Disclosure – Respondents shall submit the attached Disclosure of Investment

Activities in Iran within the time required by law. This certification must be submitted prior to award of contract by the Borough. False certifications carry a civil penalty of \$1,000,000 or twice the value of the contract awarded (N.J.S.A. 52:32-59).

39. 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,

40. The following language will be considered included in the contract.

N.J.S.A. 10:2-1. Anti discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.

41. “PAY TO PLAY” NOTICE OF DISCLOSURE REQUIREMENT – PL 2005, Chapter 271, Section 3 Reporting (NJSA 19:44A – 20.27)

a. 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.

b. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

c. At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

d. If you have any questions please contact ELEC at: 1-888-313-ELEC(3532) or 609-292-8700

42. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq. The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (NJAC 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the US Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication.

43. If a Contract to be awarded hereunder is an “open-ended” contract as provided for in N.J.A.C. 5:30-11.1 et seq., the provisions applicable to “open-ended” contracts therein shall apply to any contract awarded. Unless otherwise set forth in the Technical Specifications, the minimum number of units the Borough will be required to purchase under any contract awarded is zero (0). NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

## **B. BID SECURITY AND BONDING REQUIREMENTS (NOT REQUIRED)**

**The following provisions if indicated on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:**

### **1. BID GUARANTEE (NOT REQUIRED)**

Bid Guarantees are required only if directed by the Notice to Bidders. If no bid requirement is stated, then no bid deposit is required. If stated otherwise, the Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total bid price not to exceed \$20,000, or as stated on the legal notice, payable unconditionally to the Borough.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Please refer to the legal notice for specific direction before obtaining the bid bond. **Bid Bonds that contain the following language: “shall pay the Obligee the difference...” are unacceptable, the law is 10% of the bid amount not to exceed \$20,000.00. AIA Form A310 contains language that is unacceptable. It is recommended that bidders utilize the Bid Bond Form provided in this package.**

### **C. INSURANCE AND INDEMNITY REQUIREMENTS**

1. General insurance requirements:

- (a) The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the Borough of Woodcliff Lake from liability. The Contractor's insurance shall be primary.
- (b) Certificates naming the Borough of Woodcliff Lake as an additional named insured, and evidencing such insurance coverage, shall be filed with the Borough Clerk prior to the commencement of operations hereunder by the Contractor.

2. The following Certificates of Insurance must be furnished:

I. Worker's Compensation; Part Two - Statutory

II. Comprehensive General Liability:

- A. Minimum limits: \$1,000,000.00;  
Combined Single Limit Coverage to include:
  - Premise/Operations;
  - Independent Contractors;
  - Product/Completed Operations;
  - Contractual;
  - Personal Injury;
  - Broad Form Property Damage;
  - Borough of Woodcliff Lake as additional insured.
- B. Excess/Umbrella Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00). The Excess/Umbrella policy shall overlay the General Liability Policy and the Automobile Liability Policy

- C. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the Borough of Woodcliff Lake.
3. The Contractor shall also maintain business Automobile Insurance on all vehicles used in performance of this Agreement in an amount not less than \$1,000,000.00 (One Million Dollars) for bodily injuries to each person and \$1,000,000 (one million dollars) each occurrence, and property damage in an amount not less than \$1,000,000.00 (One Million Dollars) per occurrence. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for Hired and Non-Owned business Automobile Insurance, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Automobile Liability policy. The above-referenced Excess/Umbrella Policy shall overlay the Automobile Policy.
  4. Upon all insurance certificates, the Contractor shall designate and have Borough of Woodcliff Lake designated as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the Borough Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract
  5. It is understood and agreed that the Contractor is an independent Contractor and not an employee of the Borough of Woodcliff Lake.
  6. 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.
  7. 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.

8. The Contractor shall hold the Borough of Woodcliff Lake harmless for damages to the Contractor's Equipment utilized during the term of this Contract.
9. Programs of self-insurance are not acceptable.
10. The successful respondent shall be required to execute the Hold Harmless Agreement included herein.
11. Upon demand respondent shall provide a copy of the entire insurance policy requested by the Borough.

#### **D. PRICING INFORMATION FOR PREPARATION OF BIDS**

1. The Borough is exempt from any local, state, and or federal sales, use, and or excise tax.
2. Estimated Quantities (Open-End Contracts): The Borough has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the quantity ordered may differ from that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications according to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
3. All proposals submitted shall have included the cost of any and all licensure or intellectual property right needed to perform the purposes of this contract.
4. Respondents shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor, F.O.B. destination, and to be delivered at locations specified by the Borough.**
5. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

#### **E. FORM OF CONTRACT**

1. The successful respondent will be required to execute a contract that will include all terms, conditions, and specifications contained in the bid documents. Contractors are referred to the form of contract annexed hereto. The successful vendor will be required to execute a form contract substantially similar to the attached form. In case of conflict with the terms of the Contract, the terms of the Contractor's Bid Proposal, the Notice to Respondents/Advertisement, the General Specifications, Forms, and the Technical Specifications prevail.
2. During the performance of this contract (Affirmative Action):

- (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
  - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127. as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.
3. In accordance with NJAC 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of a minimum of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
4. Executed contract shall be returned within ten (10) days to the Borough Legal Department along with Certificate of Insurance and any other documents required by the specifications in the amount required by these specifications.

#### **F. TERMINATION**

1. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted and delivered to the effective termination date.
2. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.
3. The contractor agrees to indemnify and hold the Borough 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 Borough under this provision.
4. In case of default by the contractor, the Borough may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract. In the event of a multi-year contract, the

contract shall be subject to the availability of funds for each succeeding year.

6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

- a. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new parties will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Borough.
7. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
8. The Borough may terminate the contract for convenience by providing five (5) calendar days advanced notice to the contractor.

**G. PAYMENT**

1. No payment under any contract will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the Borough's policy and procedures.
3. No work shall be performed, services rendered, or material provided by the successful respondent unless prior approval has been obtained from the Borough.
4. Successful respondent's sole and exclusive remedy shall be for undisputed charges for Goods and/or Services delivered prior to default by the Borough or the effective date of termination, whichever earlier, in accordance with the payment terms of this Agreement. In no event shall the successful respondent be entitled to any consequential, special, exemplary, punitive, lost profits or other types of damages, which damages are expressly waived by Contractor.

**H. Business Registration**

Pursuant to N.J.S.A. 52:32-44, the Borough of Woodcliff Lake ("Contracting Agency") is prohibited from entering into a contract with an entity unless the respondent/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 respondent, 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:  
Pool Management Services for the Old Mill Pool

- (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 <http://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.

# **II: TECHNICAL SPECIFICATIONS**

## **BOROUGH OF WOODCLIFF LAKE**

### **POOL MANAGEMENT SERVICES FOR THE OLD MILL POOL**

#### **TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

##### **INTRODUCTION**

The Borough of Woodcliff Lake is currently seeking competitively sealed proposals from experienced and qualified firms to provide Pool Management Services at the Old Mill Pool.

##### **1. Request For Proposals**

The Borough of Woodcliff Lake (hereafter, “the Owner”), through this Request for Proposals (“RFP”) from established Pool Management Services firms (hereafter, “the Offeror”), hereby request submissions of proposals for the following:

The purpose of this Pool Management Services at the Old Mill Pool service RFP is to provide a safe experience for individuals using the facility.

##### **2. Competitive Contracting Evaluation**

- A. All Proposals shall be evaluated on the merits of what is included in the Proposals submitted to the Borough of Woodcliff Lake. The Borough reserves the right to reach out to a vendor to get clarification on Proposals on specific items if necessary, during the deliberation process.
- B. Certain contracts may request for vendors to give a presentation on the services they are proposing. If and when a prospective contractor/vendor is given the opportunity to give such a presentation, the contractor shall be restricted to only present what is included in the original proposal. If new information is offered during the evaluation period it shall not be considered during the review process.
- C. All Proposals shall be evaluated based on the statutory categories as per NJAC 5:34-4.1 which is Technical, Management, and Cost criteria. These categories may be broken out into subcategories but shall remain within the confines of the three core criteria.
- D. Evaluation Team- vendors are prohibited from contacting any member of the evaluation team directly without a formal invite. If it is found that a vendor has attempted to discuss their proposal with a team member without an invite, then their proposal may be deemed unresponsive. ALL QUESTIONS DURING THE EVALUATION PERIOD SHALL BE DIRECTED TO THE RECREATION DIRECTOR.



The Evaluation Criteria used in awarding a contract or agreement for the services as described herein shall include:

It should be understood by each firm submitting a proposal for Pool Management Services for the Old Mill Pool of detailed scope of work or description of the services to be performed do not necessarily ensure a high or even moderate level of satisfaction or acceptability by the recipient of the services. The Borough must select a proposal that not only meets and conforms to the scope of work included in the RFP, but also offers clear and reasonable assurances of successfully meeting the Borough’s needs. The criteria that will be considered in evaluating proposals are the criteria as detailed in the table below. They are weighted based on importance to the Borough. The points awarded range from 1 to 5, with 5 being the highest score and 1 the lowest score. After the points are awarded by the evaluators, the weighting factor will be applied and a total score will be calculated, which will then be recommended to the Mayor and Council for the award of the contract. Each area of the evaluation should be addressed in detail in the company’s proposal. The criteria is as follows:

Criteria	Weighting Factor	Points 1-5 (5 is the highest)
1- TECHNICAL CRITERIA Vendor’s proposal demonstrates a clear understanding of the scope of work and related objectives	20%	1-5
2- MANAGEMENT CRITERIA History and experience in performing similar work. Availability of personnel, facilities, and equipment. Qualification and experience of personnel. Significant experience representing Government entities of similar budget.	30%	1-5
3- PAST EXPERIENCE & PERFORMANCE References, including Prior Experience in the Borough of Woodcliff Lake, or similar entity	30%	1-5
4 – COST CRITERIA	20%	1-5

**3. SCOPE OF WORK:**

**A. Period of Contract:** The initial term or period of the contract shall be for the 2025 Pool Season with the effective date of the Saturday of Memorial Day Weekend, through Monday Labor Day Weekend, dates are subject to change at the sole discretion of the Borough of Woodcliff Lake. Pre-season work to commence after April 15, 2025. The Borough of Woodcliff Lake may extend any contract awarded for up to two (2) additional one (1) year terms, commencing for the 2026 and or 2027 Pool Season, as permitted by N.J.S.A. 40A:11-1, et. seq., a provided for under applicable law, subject to the Borough’s rights of earlier termination hereunder.

**B. Locations:** The contractor shall provide the services called for hereunder (“Pool Management Services for the Old Mill Pool”) at the facilities listed below:

- The Old Mill Pool Complex, 1 Werimus Road, Woodcliff Lake, New Jersey 07677

These facilities are hereafter collectively referred to as “Facilities” where noted.

C. Days and Hours of Operations and Management: During the Term of any Contract and extension thereof, the contractor shall provide services at the aforementioned Facilities from Saturday Memorial Day Weekend, through Monday Labor Day Weekend, dates are subject to change at the sole discretion of the Borough of Woodcliff Lake.

Generally, such Facilities are opened to the public from Memorial Day Weekend – Through Labor Day Weekend, during the following hours:

The 2025 swim season is defined as: May 24 through September 2

Facilities will be open Saturdays and Sundays only after Monday May 26, Memorial Day, through June 18<sup>th</sup> 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)

June 18 through July 31 – 11:00am-8:00pm (weekends); 12:00pm-8:00pm (weekdays)  
August 1- September 5<sup>th</sup> – 11:00am-7:00pm (weekends); 12:00pm-7:00pm (weekdays)  
August 29-September 2<sup>nd</sup> (4:00pm-7:00pm)  
September 3– Labor Day - 11:00am-7:00pm (weekends); 12:00pm-7:00pm (weekdays)  
Summer Camp Hours at Old Mill Pool Complex – June 20 – July 29 – 9:00am-12:00pm (in addition to the normal daily pool hours)

Based upon the activity schedule the facilities may be open additional hour(s) in the morning and/or evening. Additional time will require lifeguards and will be billed based upon the hourly rate. In addition to the daily hours of operation, the following events will need staff such as lifeguards and pool managers and gate attendants. There will be Special Events throughout the summer at the Old Mill Pool. The facility will need appropriate staff to work the Special Events. It is anticipated approximately up to 15 Special Events for the 2025 pool season.

Lifeguards, Gate Attendants are expected to arrive 30 minutes ahead of all other shifts and stay up to 30 minutes at the end of their shift (Subject to change). The Pool Manager, based on requirements of the facility will be required to arrive at least 1 hour prior to the pool opening.

The opening and closing dates and/or times for any or all the Facilities or any combination thereof, may each be changed at any time, at the Borough's sole discretion, during the term of the contract.

The Recreation Department operates certain specialized recreational facilities throughout its portfolio including but not limited to The Old Mill Pool Complex, 1 Werimus Road, Woodcliff Lake, New Jersey 07677. The Recreation Department seeks a qualified vendor to provide Pool Management Services for the Old Mill Pool Complex for a one (1) year period (2025 swim season) as defined herein with up to two (2) optional one (1) year renewals. The decision to exercise any or all of the renewal option shall be solely determined by the Borough.

The scope of service shall be to provide the appropriate level of coverage to provide Pool Management Services for the Old Mill Pool. The swim season generally occurs between the Saturday of Memorial Day weekend through Monday Labor Day. During this time, the Old Mill Pool will operate as a general admission facility; this location may host, group outings, and/or day camp groups. While a general schedule of operating days is being identified, the Recreation Department reserves the right to close or open the Old Mill Pool to the general public at any time. The vendor and Recreation Director or his or her designee shall meet regularly for the purposes of coordinating facility needs and operating schedules.

**D. EXPECTATIONS: OPERATIONS & MAINTENANCE**

The Vendor shall provide Pool Management Services for the Old Mill Pool, and management/supervision in compliance with the State of New Jersey-Bathing Beach Code for each date the facility is open for swimming including, but not limited to, safeguarding bathers, daily water testing and relevant record keeping.

The Vendor shall, as a minimum, comply with N.J.A.C. 8:26 Chapter IX (Public Recreational Bathing) of the New Jersey State Sanitary Code. The vendor shall also, where noted within this RFP, provide services and meet requirements that exceed same.

The Vendor shall provide the following staff for all operating hours over the duration of the contract:

1. Certified Pool Operator (CPO)/Aquatics Manager: who shall supervise all on-site responsibilities including but not limited to: recruiting, hiring, training, scheduling and overseeing Lifeguards and Gate Attendants during all operating hours of the facilities, at least one (1) Manager is required for the Old Mill Pool complex. Required to do an hourly check of the chemical system (indicated levels on the log provided) and Pool Filter House. The Recreation Director will order chlorine, chemicals and CO2 on an as needed basis when notified by the Pool Manager. Backwash system as needed. Clean out 4 filters in Filter House daily. Restock First Aid supplies and create a list to order supplies and provide to the Recreation Director. Maintain the bathroom with the necessary supplies as needed. Empty all the garbage and recycling cans at the pool complex and in the bathrooms. If bathroom supplies are low, must inform Recreation Director to replenish supplies, supplies to be provided by the Borough. Every evening put the cleaning robots in the pool. Every morning remove and clean out the pool robots filters prior to opening each day. Skim the pool in the morning to remove any debris and as needed during the day. Clean out pool strainers in the morning and on an as needed basis during the day to help prevent backups in the system. Do an hourly check of

the cleanliness of the bathrooms, if warranted Lifeguards to clean throughout the day. Complete a weekly safety inspection check of the Playground at the pool. Complete the proper checklist and put in the binder in the pool office.

#### Maintenance & Repair Responsibilities

- All pool equipment must be maintained, cleaned, and kept in working order by the Vendor throughout the season.
- Any equipment repairs or concerns must first be observed and assessed by the Certified Pool Operator (CPO)/Aquatics Manager before any further action is taken.
- If repairs are necessary, the CPO/Aquatics Manager will attempt to resolve the issue. If an outside repair service is required, the Recreation Director will contact an approved vendor for necessary repairs.
- The Department of Public Works (DPW) will not be contacted or responsible for any pool equipment repairs.
- DPW will conduct a daily morning inspection of the filter pump house to ensure all equipment and chemical levels are functioning properly.
- All chemical deliveries must be accepted and observed by the CPO/Aquatics Manager on duty until the completion of the delivery.
- All repairs, concerns, or safety issues should be reported promptly to the Recreation Director to ensure uninterrupted service and compliance with health and safety regulations.
  1. Lifeguard- It's estimated up to twelve (12) lifeguards are needed for the Old Mill Pool complex based on patron bathing load. (The number dependent on mandated requirements and need.) Must be certified as a Lifeguard, CPR/First Aid Certified. Must provide proof of credentials. All credentials for staff will be maintained at the Pool office.
  2. Gate Attendants – It is estimated up to three (3) gate attendants are needed for the Old Mill Pool complex.
  3. Pre-season work to be done. Clean and spray the garbage/recycle cans. Place garbage/recycle cans around pool, Clean (power wash) Lifeguard stands, lounge chairs, umbrellas and tables (as needed). Power wash main bridge and railings. Put lifeguard stands, lounge chairs, umbrellas and tables out around the pool. Put in lap lines. Re-install all ropes in pool (3-dive, slide, across main pool). Power wash and blow off pool deck. Check bathrooms that all are stocked with toilet paper, soap and hand towels. Advise Recreation Director for any additional supplies or issues with pool grounds and maintenance.

Post-season work to be done. Empty all trash and recycling cans. Move all trash and recycle cans to area by office. Remove all umbrellas and store in bathroom showers and pool storage area. Move all lounge chairs under the pavilions. All Lifeguard stands move along fence by lap lines. Remove all lap lanes and put on spool for storage. Remove all ropes in pool and store in pool well house. Advise Recreation Director for any additional supplies or issues with pool grounds and maintenance.

The number of lifeguards on duty should adhere to the required minimum as determined by N.J.A.C. 8:26-5.10. Factors influencing staffing level(s) include but may not be limited to weather and/or bather load.

The submitted proposal should include a schedule that organizes the required personnel needed to fulfill the aforementioned expectations for all hours of operation. Every detail germane to the delivery of these services should be included in the applicant's submission.

#### **E. BACKGROUND CHECKS**

Background checks are required of all employees of age eighteen (18) year old or older at the sole cost and expense of the vendor. The vendor shall provide copies of current background checks of hired staff to the Recreation Director prior to the start of employment. Failure to do so shall result in the immediate removal of said employee from the grounds.

#### **F. SPECIFICATIONS**

- All mandates and guidelines set in place by the Borough Health Department, New Jersey Department of Health and or CDC to prevent the spread of Corona Virus shall complied with and understood by all who are participating in the execution of this RFP.
- The Borough of Woodcliff Lake Shall provide the necessary first aid supplies. Pool Manager must do a weekly inventory and advise Recreation Director to order necessary supplies.
- There exists an inventory of rescue supplies that shall be made available to the Vendor before the start of the swim season. Should additional and/or replacement equipment and/or supplies be deemed necessary it shall be provided by the Recreation Director when instructed by Pool Manager.
- The Vendor shall employ a Lifeguard Instructor certified by a nationally recognized agency.
- All employees shall be American Red Cross certified in First Aid and CPR.
- Lifeguards shall be American Red Cross certified.
- Vendor shall provide matching and identifiable uniforms including but not limited to bathing suits and t-shirts, whistles & all required Personal Protective Equipment (PPE), compliant with applicable code(s) to all employees.
- Employees of the Vendor shall at all times be under its sole discretion and not be employees or agents of the Borough of Woodcliff Lake. The Vendor shall supply competent employees. The Borough of Woodcliff Lake may require the Vendor to remove an employee whom it deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the Borough of Woodcliff Lake, or without any increase in Contract Price. The Vendor shall be responsible to the Borough of Woodcliff Lake for the acts and omissions of all its employees working under the Vendor's direction, whether or not the actions taken go beyond the normal scope of employment.
- Implement and improve (as needed) Old Mill Pool's existing operating policies and procedures.
- Implement and improve (as needed) Old Mill Pool's existing Emergency Action Plan.
- Develop and implement an employee in-service training program.
- Have all employees properly trained in right-to-know and blood-borne pathogen training; all training shall be at the sole cost of the vendor.

- Enforce all rules and regulations stipulated by the Recreation Director and suggest and advise with regard to additional rules and regulations pertaining to the operation of aquatic facilities.
- The Vendor shall assure that user groups and individuals follow all safety practices.
- Maintain daily records of training, incident reports, weather conditions, facility conditions, water temperatures, Hourly chemical checks and/or remote chemical monitoring. Weekly inspections of Playground equipment (weekly checklist will be provided), Lifeguard assignments/rotation and submit any and all such records to the Recreation Director.
- Conduct daily drills prior to opening and make any and all public address/emergency announcements as required.
- Conduct and record all required water testing and report findings to the Recreation Director.
- Complete and submit incident and accident reports relevant to the aquatic facility and submit same to the Recreation Director.
- Maintain swim decks and a neat and sanitary condition. Empty garbage/recycling containers on an as needed basis.
- Report any and all damage and/or required repairs to the Recreation Director.
- Manage and guide guests to maintain acceptable behavior as to ensure safety for all.

No physical changes or improvements shall be made by the vendor or vendors employees without authorization of the Recreation Director.

#### **Lifeguard Position Description and Responsibilities**

*The following 'Position Description' defines the expectations that the Recreation Director requires of this safety professional.*

Under direction, a lifeguard protects life and provides for the safety and welfare of persons in swimming/bathing areas; does other related duties.

NOTE: *The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.*

Examples of work:

- Observes bathers on assigned sections of bathing areas
- Rescues bathers using buoys, floats, and other rescue equipment
- Administers artificial respiration, resuscitation, and first-aid treatment prior to the arrival of emergency medical staff
- Warns bathers of water hazards
- Informs bathers of restrictions in bathing area
- Enforces the rules and regulations of the bathing area
- Maintains rescue equipment in preparation for immediate response
- Remove all chairs each evening onto pool deck
- Return all chairs onto the grass each morning

- Notifies proper authorities of public disturbances
- Pick up trash and recycling from the ground – discard at end of the day in appropriate bins
- Perform First Aid
- Notify Pool Manager if supplies are low and needs to be reordered
- Conduct Deep Water tests when appropriate
- Maintain Deep Water test names for all lifeguards to access for the pool season
- Conduct swim lessons
- Maintain incident reports. Able to write up an incident for all First Aid incidents
- When not on stand and not on First Aid; Assist pool managers with Birthday Parties
- Hourly check of bathrooms; clean on an as needed basis. At the end of the day clean bathrooms with bleach and appropriate cleaning agents to ensure a clean area for the next day.
- Any other aquatic maintenance required for this location

#### Knowledge and Abilities:

- Knowledge of water rescue methods and techniques
- Knowledge of first aid and life resuscitation (C.P.R) techniques
- Knowledge of New Jersey Sanitary Code regulations regarding park facility and bathing procedures
- Knowledge of the surveillance methods used to recognize and prevent injuries in bathing areas
- Knowledge of water rescue equipment
- Ability to administer first aid
- Ability to maintain rescue equipment
- Ability to enforce swimming regulations
- Ability to swim in accordance with certification standards
- Ability to remain calm during water-rescue operations
- Ability to observe and report hazardous swimming conditions
- Ability to read, write, speak, understand, and communicate in English sufficiently to perform duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication
- Persons with mental or physical disabilities are eligible as long as they can perform essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible

#### Requirements:

- License: For public recreational bathing areas classified as swimming pools must possess current and valid lifeguard training certification issued by the American Red Cross, the YMCA or other recognized organizations
- Shall possess current and valid standard first aid certification issued by the American Red Cross, the National Safety Council or other recognized organizations.
- Shall possess current and valid CPR (cardiopulmonary resuscitation) certification including adult, child and infant CPR as well as obstructed airway training issued by the American Heart Association, the American Red Cross, the National Safety Council or other recognized organizations

- Shall possess current and valid AED (automatic external defibrillator) certification
- Shall have training in supplemental oxygen support for adults, children and infants

### General Rules Regarding Conduct of the Guards

As a review, patrons are always watching. Professionalism, cleanliness, attitude, physical fitness, perception of staff, and most notably safety and security are all areas that the patrons will focus. In an effort to maintain and improve upon our reputation for safety and professionalism, there are several key areas that we would like to continue to focus in on. In order to preemptively address safety issues, here is the policy regarding employee(s) at the Borough of Woodcliff Lake facilities:

You are a reflection of the Borough of Woodcliff Lake. At all times, you must act professional. The following are little tasks that will make you be perceived as professional with hardly any exertion:

- ✓ Do not make eye contact with patrons from chair while answering questions – Your focus is the water.
- ✓ Pick up ANY garbage as you walk by it and place it in a trash can
- ✓ Sit upright in the stands with the tube on your lap
- ✓ Avoid foul or abusive language on the stand, on the sand, on the patio, or anywhere where it might be heard
- ✓ Make polite and appropriate calls to everyone.
- ✓ Carry all personal conversations out of the earshot of the public
- ✓ No cell phones, air pods, earphones when on stand or working. Only when you are on break or lunch should you use your cell phones and any electronics.
- Equipment- Please take care of all equipment. **\*Protect our equipment as it is vital to our rescues and safety.**
- Drugs/Alcohol/Impaired State - ZERO TOLERANCE is the standard operating procedure at the Borough of Woodcliff Lake and should be yours as well.
- Cell phones, ear buds and/or headsets are not permitted while on duty. Cell phone use is permitted during your break or lunch hour only. No exceptions.

### Gate Attendant Position Description and Responsibilities

*The following 'Position Description' defines the expectations that the Recreation Director requires of this safety professional.*

- Gate Attendants will be able to utilize our registration system to check in patrons.
- Gate Attendants will assist with Birthday party check ins of birthday family and guests.
- Gate Attendants will contact Pool Manager with any membership issues.

### **First Aid Station/Room: Responsibility**



The first aid station/room is a PRIMARY RESPONSIBILITY at the Public Pool. The station/room will be staffed by a staff member at all times. It is part of the regular rotation.

**The lifeguard in the first aid station/room has several responsibilities:**

1. **First Aid issues- You attend to all patron injuries, major or minor.**
  - a. Put on gloves.
  - b. Assess the situation and injury.
  - c. Treat and Log (Incident report log kept in the Pool Office in a binder) or
  - d. Treat and call for emergency services, if necessary.
2. **Call 911** in case of emergency. Also advise the Recreation Director at 201-391-4977 ext. 219.
3. **First Aid Log**- All injuries and First Aid procedures must be logged in Binder and an accident/incident report must be completed. If a patron refuses medical attention, they must sign the Refusal to Treat form.
4. **Accidents or Incidents** should only be discussed with Pool Manager, Pool Assistant Manager, Head Lifeguard or Recreation Director.

**Weather and Schedule Changes**

Weather related opening and closing is to be determined by the Recreation Director or his or her designee.

Vendor to Coordinate the schedule and or inclement weather closing(s) with Recreation Director. The Borough of Woodcliff Lake will only be invoiced while lifeguards are working on site.

**Emergency Action Plan**

The purpose of these plans are to provide a guideline for response to emergencies that may occur at the Borough of Woodcliff Lake Facilities at no time are they intended to be all encompassing. The nature of the emergency at hand will dictate what actions are to be taken within the framework of the guidelines provided to the staff through these plans.

**New Jersey Bathing Code:**

The New Jersey State Sanitary Code governs the Old Mill Pool facilities, medical equipment, and bathing rules and regulations is available online.

A copy is on hand in the Lifeguard Manager's Office AT ALL TIMES. Feel free to consult or review at your leisure.

### **A FINAL AND IMPORTANT NOTE:**

The Borough of Woodcliff Lake's primary goal is the safety of all of its patrons and patron satisfaction. It is our responsibility to make sure they have a safe and enjoyable time at Borough Facilities. The successful operation of these facilities relies on our ability to help each other out and work as a team.

Failure to comply with all rules, regulations, and management requests will result in disciplinary action.

Disciplinary action is as follows:

First Offense - Verbal warning that will be documented by management.

Second Offense - Written warning that will be signed by management and guilty staff member.

Third Offense - Written warning that will be signed by management and the guilty staff member. This will be sent to the Recreation Director with a recommendation for suspension or termination.

### **OPTIONAL SITE INSPECTION:**

Prior to submitting a Proposal, prospective Contractors are encouraged to attend the optional site inspection and completely familiarize themselves with the site and /or existing general and local conditions which can affect that service. During the site inspection, Contractors will be afforded a tour of the facilities and shown available equipment and supplies. The optional pre-submission site inspection shall be scheduled for March 26, 2025 during the hours of 10:00 am-12:00 pm (rain or shine) at the Old Mill Pool Complex at 1 Werimus Road, Woodcliff Lake, NJ 07677.

Failure to make such inspection will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing this contract.

### **SUBMISSION REQUIREMENTS:**

A Statement of Qualifications shall be submitted with each Proposal, to include copies of resumes, professional and business certifications, letters of reference (3), and any other information deemed pertinent by the Vendor relating to its particular qualifications to perform the services.

The Vendor shall have:

- Minimum of three (3) years of experience in the management of aquatic facilities of like size and operation.
- Evidence of knowledge of current aquatic industry standards (**First Aid certificate, CPR certificate**) and any other documentation that proves necessary knowledge for this service) of care related to Lifeguard best practice and adjunct equipment use (i.e. emergency oxygen, automated external defibrillator, etc.). All certifications will be provided to Pool Manager and put in a binder to be accessible for inspections.

- Description of candidate’s education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above involving municipalities similar to the Borough.
- Experience related to the management of Lifeguard Services of municipalities and or other Facilities of similar size and scope to the Borough.
  - The candidate’s ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
  - Training Program established at an aquatic facility of like size and operation. This document should be submitted at time of submission.
  - Must include the following documents with submission:
    - Staffing Plan (that ensures proper coverage) that defines duty duration and rotation schedule
      - Sample timesheets and monthly invoice templates
      - Detailed summary that provides basis for the number of lifeguards on duty, duration and rotation
      - Staffing is a paramount part of the vendor’s submission; synonymous with reliability. Please provide detailed information on recruitment, hiring, training and expectations of staff members in order to present a comprehensive look at the vendor capability to fully safeguard this area effectively and consistently
    - Policies & Procedure that align with the Borough of Woodcliff Lake’s existing operation policies & procedures
    - Training Program (with details describing certifications and in-service plans)
- List of any safety and/or regulatory violations and status of same
- Financial statements: the Respondent should provide a copy of financial statements for the past three (3) years.
- Pricing proposal: please refer to the following pages that speak to this part of the submission requirements
- Any other information which the interested firm deems relevant;
- Insurance Requirements: Prior to or simultaneously with execution of the Agreement, the Vendor shall provide the Borough of Woodcliff Lake with certificates of insurance naming each Additional Insured set forth below and evidencing compliance with all requirements (and, if requested by the Borough of Woodcliff Lake, copies of the underlying insurance policies evidencing all coverage requirements). Such certificates and policies shall be in form and substance acceptable to the Borough of Woodcliff Lake, provided that approval by the Borough of Woodcliff Lake of any form of certificate of insurance shall not be

deemed to constitute compliance by the Vendor with, and shall not be construed to relieve Vendor of any obligations, responsibilities or liabilities under this RFP.

**NOTE: Once awarded the contract, the Vendor will be required to produce a Lifeguard Manual specific to the Borough of Woodcliff Lake facilities. This document must be submitted to and approved by the Borough of Woodcliff Lake within thirty (30) days of award.**

\*\*\*\* FAILURE TO INCLUDE WITH THE PROPOSAL ANY OF THE ABOVE ITEMS MAY CONSTITUTE A MATERIAL DEFECT CAUSING REJECTION OF THE PROPOSAL. THE BOROUGH RESERVES THE RIGHT TO WAIVE ANY INFORMALITY/NON-MATERIAL DEFECT IN ANY PROPOSAL SUBMISSION.

# **PROPOSAL FORM**

## **BOROUGH OF WOODCLIFF LAKE**

Borough Hall  
188 Pascack Road  
Woodcliff Lake, New Jersey 07677

**HOURLY RATES: The hourly rate shall include all labor, materials, overhead, profit and all incidental to perform the work inclusive of all weekends and holidays. The Borough of Woodcliff Lake reserves the right to add or delete services and/or hours at its sole discretion. The Borough of Woodcliff Lake will only be invoiced while staff is on site working.**

**1. Pool Manager:**

Certified Pool Operator (CPO)/Pool Manager: who shall supervise all on-site responsibilities including but not limited to: recruiting, hiring, training, scheduling and overseeing Lifeguards and Gate Attendants during all operating hours of the facilities, one (1) Manager is required for The Borough Pool. CPO must be on site at all times.

**2. Lifeguard:**

It's estimated up to twelve (12) lifeguards are needed on a daily basis for the Old Mill Pool. (The number of lifeguards is dependent on mandated requirements and need.)

**3. Gate Attendant:**

It is estimated 3 gate attendants needed on a daily basis for the Old Mill Pool. (The number of gate attendant's dependent on the needs of the facility.)

**4. Pre-Season Work/Post-Season Work:**

The Pre-Season work will be checking chemicals at least three (3) times a week, putting the pool robots in the pool and removing and cleaning filters after every use. Checking the skimmer baskets as well as skimming the pool on an as needed basis could be at least three (3) times a week until the pool officially opens. Maintenance to be done in preparation for the Board of Health Inspection. Post-Season work will commence on Monday, Labor Day. Removing all chairs and moving/stacking them under the pavilion. Cleaning out all garbage and recycling cans, moving them to the Pool Manager area. Moving all umbrellas in the pool showers and Pool well house. Moving all Lifeguard stands to appropriate areas. Remove all lane lines on spool as well as ropes in the pool. This could take up to 3 days but not limited to dependent on weather conditions.

Pricing is to be inserted in the table below.

<b>1. Not to Exceed Pool Manager Costs per season</b>	<b>2025</b>	<b>2026 1<sup>st</sup> Option year</b>	<b>2027 2<sup>nd</sup> Option year</b>
Labor rate per hour for Pool Managers	\$	\$	\$
Estimated Total Number of Labor Hours	1,000	1,000	1,000
Total Estimated Cost for Pool Managers	\$	\$	\$
<b>2. Not To Exceed Lifeguard Costs per season</b>	<b>2025</b>	<b>2026 1<sup>st</sup> Option year</b>	<b>2027 2<sup>nd</sup> Option year</b>
Labor rate per hour for Lifeguards	\$	\$	\$
Estimated Total Number of Labor Hours	8,200	8,200	8,200
Total Estimated Cost for Lifeguards	\$	\$	\$
<b>3. Not To Exceed Gate Attendant Costs per season</b>	<b>2025</b>	<b>2026 1<sup>st</sup> Option year</b>	<b>2027 2<sup>nd</sup> Option year</b>
Labor rate per hour for Gate Attendants			
Estimated Total Number of hours	2,100	2,100	2,100
Total Estimated Cost for Gate Attendant			
<b>4. Not To Exceed Pre/Post Season work Costs per season</b>	<b>2025</b>	<b>2026 1<sup>st</sup> Option year</b>	<b>2027 2<sup>nd</sup> Option year</b>
Labor rate per hour for Pre/Post Season			
Estimated Total Number of Labor hours	150	150	150
Total Estimated Cost for Pre/Post Season			
<b>Not To Exceed TOTAL Estimated “not to exceed” cost per season</b>	<b>2025</b>	<b>2026 1<sup>st</sup> Option year</b>	<b>2027 2<sup>nd</sup> Option year</b>
Note: This is a TOTAL “not to exceed” cost for items 1-4 above.	\$	\$	\$

**Total Not To Exceed Total Estimated Cost for the 2025 season in words**

\_\_\_\_\_ dollars

**Total Not To Exceed Total Estimated Cost for the 2026 season 1<sup>st</sup> option year in words**

\_\_\_\_\_ dollars

**Total Not To Exceed Total Estimated Cost for the 2027 season 2<sup>st</sup> option year in words**

\_\_\_\_\_ dollars

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 (Proposal may be subject to rejection if no)

### **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.     \_\_\_ Exhibit A - Mandatory Equal Employment Opportunity Language
3.     \_\_\_ Affirmative Action Compliance Notice
4.     \_\_\_ Americans with Disabilities Act of 1990 Acknowledgement
5.     \_\_\_ Statement of Ownership Disclosure
6.     \_\_\_ Non-Collusion Affidavit properly notarized
7.     \_\_\_ Affidavit of Disbarment, Suspension and Disqualification
8.     \_\_\_ Hold Harmless Agreement
9.     \_\_\_ Capability Information and Affidavit Sheet(S)
10.    \_\_\_ Disclosure of Investment Activities in Iran (prior to the award of contract)
11.    \_\_\_ Certification of non-involvement in prohibited activities in Russia or Belarus (prior to the award of contract)
12.    \_\_\_ Vendor Information Sheet
13.    \_\_\_ Notice of Receipt of Addenda
14.    \_\_\_ State of New Jersey Business Registration Certificate (prior to the award of contract)
15.    Executed Contract (after award)

The undersigned hereby acknowledges the above listed requirements:

\_\_\_\_\_  
Authorized signature and title

\_\_\_\_\_  
Print Authorized name and title

\_\_\_\_\_  
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:

**Borough of Woodcliff Lake**

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

**EXHIBIT A**  
**(continued)**

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office 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 Contract Compliance and EEO Office for conducting a compliance investigation pursuant to *Subchapter 10 of the Administrative Code (NJAC 17:27)*.

Company Name: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**BOROUGH OF WOODCLIFF LAKE**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) *A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);*

**OR**

- (b) *A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;*

**OR**

- (c) *A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.*

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor 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 vendor further understands that his/her Proposal 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: \_\_\_\_\_

**BOROUGH OF WOODCLIFF LAKE**

**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 greed 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: \_\_\_\_\_

**BOROUGH OF WOODCLIFF LAKE**

**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 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 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:	

**Borough of Woodcliff Lake  
BOROUGH OF WOODCLIFF LAKE**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
BOROUGH 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 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 / 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 Bidder.

(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

**BOROUGH OF WOODCLIFF LAKE**

**VENDOR'S AFFIDAVIT INDICATING THEY ARE  
NOT DEBARRED, SUSPENDED AND DISQUALIFIED**  
BY THE STATE OF NEW JERSEY  
BOROUGH OF WOODCLIFF LAKE COUNTY OF HUDSON

I, \_\_\_\_\_ of the Borough 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**

**Pool Management Services for the Old Mill Pool**

**BETWEEN:**

The 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

## **BOROUGH OF WOODCLIFF LAKE**

### **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. Exceptions**

Any exceptions to the specifications taken.  
 Yes\_\_\_ No \_\_\_

Exception(s)

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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 Hudson 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 Borough 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.

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*(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
_____	_____

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Vendor's Address (Street Address)

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Vendor's Fax Number

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Vendor's Address (City/State/Zip Code)

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Vendor's Email Address

**BOROUGH OF WOODCLIFF LAKE**

**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 Bidder/Company

By: \_\_\_\_\_ (signature)  
Name/Title

**END OF THE RFP**