



**TOWN OF WEST NEW YORK**

**TOWN OF WEST NEW YORK  
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**Competitive Contracting  
Request for Proposals for:**

**"Consulting and coordinating on the design, operation, & construction  
of an aquatic facility"**

**Opening: February 26<sup>th</sup>, 2025 at 11:00am**

**TOWN OF WEST NEW YORK,  
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**REVISED NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Board of Commissioners of the Town of West New York, County of Hudson, State of New Jersey on **February 26, 2025 at 11:00 a.m.** prevailing time in the Town Clerk's Office in the Municipal Building, 428-60<sup>th</sup> Street, West New York, N.J. for:

**“Pool Consulting and Management Services”  
Coordinating the design, operation & construction of an aquatic facility**

The Request for Proposals (RFP) may be obtained at the Purchasing Agents Office, Municipal Building, 428-60<sup>th</sup> Street, Rm 10, West New York, N.J. during regular business from 9:00 a.m. to 4:00 p.m.

Each Proposal must be enclosed in a sealed envelope bearing the name and address of the proposer, be addressed to the Town of West New York and plainly marked **“Pool Consulting and Management Services”**

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The Town intends to award any contract for these services pursuant to N.J.S.A. 40A:11-4.1b(2).

The Town reserves the right to reject any and all proposals and to waive any informality in the proposals, in accordance with applicable law.

**Dated: February 6, 2025**

By Order of the Mayor and Board of  
Commissioners of the Town of West New York

Veronica Zubiaga, QPA, RPPS  
Qualified Purchasing Agent

# **I. GENERAL SPECIFICATIONS**

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

1. The intent of this Request for Proposals (RFP) is for the Town of West New York (“Town”) to award a contract for Consulting and coordinating on the design, operation, & construction of an aquatic facility in accordance with these General Specifications, the documents attached hereto, and the Request for Proposal selected.
2. The Town of West New York (“Town”) seeks Proposals in accordance with the Competitive Contract Procedures (N.J.S.A. 40A:11-4.1 et seq.) for “Consulting and coordinating the design, operation, & construction of an aquatic facility” for the Town of West New York. The initial term of the contract for these services will be from March 1, 2025 to February 28, 2026. The contract may be extended for up to up to two (2) one (1) year renewal terms at the sole discretion of the Town. 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 Town of West New York’s Qualified Purchasing Agent Veronica Zubiaga, QPA at (201) 295-5145 or by e-mail at [vzubiaga@westnewyorknj.org](mailto:vzubiaga@westnewyorknj.org). 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 Town’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 Town’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 Town 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

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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 Town 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 Town may accept the RFP of the next lowest responsible respondent. (N.J.S.A. 40A:11-24b).
9. The Town reserves the right of award a tie RFP to the vendor it determines best meets the needs of the Town.
10. The Town 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 Town 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 Town'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 Town. The Town reserves the right to reject any and all goods or services prior to acceptance that, in the Town's judgement, are defective or which do not meet the specifications. The Town 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 Town.
16. Payment for products and services will be made upon completion and acceptance of the work by, or supplying of the items to, the Town and payment of all undisputed amounts will be made within thirty (30) days following the next regularly scheduled meeting of the Commissioners of the Town after receipt of a properly certified and tabulated Town payment voucher and/or invoice.
17. All products supplied must be new and all product warranties shall be transferable to the Town. 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 Town of West New York 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 Town. 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 Town, the successful respondent shall be liable to the Town for any increased cost incurred by the Town 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 Town. 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 Town 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 Town's Temporary Purchasing Agent, or as otherwise stipulated in the specification, in writing. Questions should be faxed at 201-662-9027 Attn: Purchasing Department or you may call Veronica Zubiaga, QPA (201) 295-4551 or e-mail [vzubiaga@westnewyorknj.org](mailto:vzubiaga@westnewyorknj.org). 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 Town's interpretations or corrections thereof shall be final. When issuing addenda, the Town 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 Town.
  26. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ to Town 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 Town, 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 Town, the Town 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 Town, the Contractor shall remain liable for all costs above and beyond the remaining contract
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balance.

27. It is the respondent's responsibility to present its RFP to the Town at the time and at the place designated. The Town 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 Town. RFPs received after the designated time and date will be returned unopened.
28. Sealed RFPs forwarded to the Town 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) (Town of West New York) 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 Town of West New York 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 Town. 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 Town 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:**

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## 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 Town.

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 Town. 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 Town of West New York from liability. The Contractor's insurance shall be primary.
- (b) Certificates naming the Town of West New York as an additional named insured, and evidencing such insurance coverage, shall be filed with the Town 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;

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Product/Completed Operations;  
Contractual;  
Personal Injury;  
Broad Form Property Damage;  
Town of West New York 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 Town of West New York.
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 the Town of West New York designated as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the Town 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 Town of West New York.
  6. The Contractor agrees to indemnify and hold harmless the Town of West New York, and the Mayor and Board of Commissioners of the Town of West New York, 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 Town of West New York 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 Town, collectively and Consulting and coordinating on the design, operation, & construction of an aquatic facility

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 Town of West New York 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 Town.

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

1. The Town is exempt from any local, state, and or federal sales, use, and or excise tax.
2. Estimated Quantities (Open-End Contracts): The Town 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 Town.**
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 Town 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 Town 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 Town of any obligation for balances to the contractor of any sum or sums set forth in the contract. The town 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 Town for damages sustained by the Town by virtue of any breach of the contract by the contractor and the Town may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Town from the Consulting and coordinating on the design, operation, & construction of an aquatic facility

contractor is determined.

3. The contractor agrees to indemnify and hold the Town 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 Town under this provision.
4. In case of default by the contractor, the Town 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 Town 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 Town.
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 Town 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 Town's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the Town'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 Town.
4. Successful respondent's sole and exclusive remedy shall be for undisputed charges for Goods and/or Services delivered prior to default by the Town 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 Town of West New York ("Contracting Agency") is prohibited Consulting and coordinating on the design, operation, & construction of an aquatic facility

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:

- (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**

### **TOWN OF WEST NEW YORK**

#### **Consulting and coordinating on the design, operation, & construction of an aquatic facility.**

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

##### **INTRODUCTION**

The Town of West New York is seeking competitively sealed proposals from experienced and qualified firms to provide Consulting and coordinating on the design, operation, & construction of an aquatic facility for the Town of West New York.

##### **1. Request for Proposals**

The Town of West New York (hereafter, “the Owner”), through this Request for Proposals (“RFP”) from established life guarding firms (hereafter, “the Offeror”), hereby request submissions of proposals for the following:

The purpose of this Consulting and coordinating on the design, operation, & construction of an aquatic facility RFP is to provide a safe experience for individuals using the Town Swimming Pool

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

- A. All Proposals shall be evaluated on the merits of what is included in the Proposals submitted to the Town of West New York. The Town reserves the right to reach out to a vendor to get clarification on Proposals on specific items as 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. These categories are 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. Weights of Criteria- unless required by another regulatory body or board at no time shall weights of the criteria be divulged to prospective contractors. Vendors are encouraged to submit a balanced proposal highlighting their best offering to the Town of West New York



E. 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 QUALIFIED PURCHASING AGENT.

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 Consulting and coordinating on the design, operation, & construction of an aquatic facility for the Town of West New York 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 Town 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 Town’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 Town. 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 Board of Commissioners 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 Town of West New York, 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 from March 1, 2025, through February 28, 2026. The town of West New York may extend any contract awarded for up to two (2) additional one (1) year terms, at the sole discretion of the Town, as permitted by

N.J.S.A. 40A:11-1, et. seq., as provided for under applicable law, subject to the Town's rights of earlier termination hereunder.

**B. Locations:** The contractor shall provide the services called for hereunder Consulting and coordinating on the design, operation, & construction of an aquatic facility at the Town of West New York.

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

**D. EXPECTATIONS:**

The Vendor shall provide the submitted proposal with a schedule that organizes the required personnel needed to fulfill the expectations of this request for proposal.

**E. SPECIFICATIONS**

- The Consultant shall assist to ensure the Town of West New York will meet all mandates and guidelines set in place by the Town Health Department, New Jersey Department of Health, the New Jersey State Sanitary Code, and or CDC to operate an aquatic facility in the execution of this RFP.
- Employees of the Vendor shall at all times be under its sole discretion and not be employees or agents of the Town of West New York. The Vendor shall supply competent employees. The Vendor shall be responsible to the Town of West New York 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.

**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 five (5) years of experience in the design consultation and management of aquatic facilities of like size and operation.
- Knowledge of West New York Town, matters concerning West New York Town, and of the subject matter to be addressed under the contract.
- Availability to attend to any required West New York Town meetings and other matters.
- Availability of personnel and other resources to provide such services.
- Evidence of knowledge of current aquatic industry standards (**First Aid certificate, CPR certificate**) and any other documentation that proves necessary knowledge for this service.

- 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 Town;
- Experience related to the management of Consulting and coordinating on the design, operation, & construction of an aquatic facility of municipalities and or other Facilities of similar size and scope to the Town;
- 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:
  - Policies & Procedure that align with the Town of West New York’s existing operation policies & procedures
  - Training Program (with details describing certifications and in-service plans)
- 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 Town of West New York with certificates of insurance naming each Additional Insured set forth below and evidencing compliance with all requirements (and, if requested by the Town of West New York, copies of the underlying insurance policies evidencing all coverage requirements). Such certificates and policies shall be in form and substance acceptable to the Town of West New York, provided that approval by the Town of West New York 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.

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

**PROPOSAL FORM**

**TOWN OF WEST NEW YORK**

Municipal Building

428-60<sup>th</sup> Street

West New York, New Jersey 07093

**MONTHLY CONSULTING RATE:** The monthly consulting rate shall include all labor, materials, overhead, travel, mileage, profit and all incidental to perform the work inclusive of all meetings including, evenings, weekends and holidays.

**1. Consulting:**

Consulting and coordinating on the design, operation, & construction of an aquatic facility.

Pricing is to be inserted in the table below.

<b>Annual Consultant Cost</b>	<b>2025-2026</b>	<b>2026-2027 Option year</b>	<b>1<sup>st</sup></b>	<b>2027-2028 2<sup>nd</sup> Option year</b>
Monthly rate for Consultant	\$_____	\$_____		\$_____
Estimated # of months	12	12		12
Total annual cost for Consultant	\$_____	\$_____		\$_____
<b>Annual Consultant Cost</b>	<b>2025-2026</b>	<b>2025</b>	<b>1<sup>st</sup> Option year</b>	<b>2026 2<sup>nd</sup> Option year</b>

**Not To Exceed Total Estimated Cost for March 1, 2025 to February 28, 2026 total in words** \_\_\_\_\_ dollars

**Not To Exceed Total Estimated Cost for March 1, 2026 to February 28, 2027 1<sup>st</sup> option year total in words** \_\_\_\_\_ dollars

**Not To Exceed Total Estimated Cost for the March 1, 2027 to February 28, 2028 season 2<sup>st</sup> option year total in words** \_\_\_\_\_ dollars

I agree to two (2) one-year period extensions as described in the specifications if awarded by the Mayor and Board of Commissioners. Please check.

\_\_\_\_\_ YES

\_\_\_\_\_ NO (Proposal may be subject to rejection if no)

### **III: FORMS**

**TOWN OF WEST NEW YORK 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
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 tile

\_\_\_\_\_  
Print Authorized name and tile

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Print Witness's Name

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

**CONTRACTORS INFORMATION SHEET**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the Proposal and agrees, if this Proposal is accepted, to furnish and deliver services per the following:

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FEDERAL I.D. NUMBER: \_\_\_\_\_

NAME OF PERSON PREPARING PROPOSAL: \_\_\_\_\_

**CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL**

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

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**PROJECT COORDINATOR**

Consulting and coordinating on the design, operation, & construction of an aquatic facility

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:

**Town of West New York**

Consulting and coordinating on the design, operation, & construction of an aquatic facility



## **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: \_\_\_\_\_

**TOWN OF WEST NEW YORK**  
**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: \_\_\_\_\_

**TOWN OF WEST NEW YORK**

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

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

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

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

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

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

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

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise law.

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

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

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

**TOWN OF WEST NEW YORK**  
**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 Town of West New York 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 Town to notify the Town 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 Town to declare any contract(s) resulting from this certification void and unenforceable.

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

**TOWN OF WEST NEW YORK**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

TOWN OF \_\_\_\_\_ SS:

I certify that I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Contractor making the bid for the above-named project with full authority to do so; and I state that the respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project and / or material bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Town of West New York relies upon the truth of the statement contained in said bid and in the statement contained in this Affidavit in awarding the contract for the said project and / or material bid.

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

(Signature of respondent) SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY \_\_\_\_\_ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20



**TOWN OF WEST NEW YORK**

**VENDOR'S AFFIDAVIT INDICATING THEY ARE  
NOT DEBARRED, SUSPENDED AND DISQUALIFIED**  
BY THE STATE OF NEW JERSEY  
TOWN OF WEST NEW YORK COUNTY OF HUDSON

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

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

**TOWN OF WEST NEW YORK**  
**HUDSON COUNTY, NEW JERSEY**  
**HOLD HARMLESS AGREEMENT**

**FOR**

Consulting and coordinating on the design, operation, & construction of  
an aquatic facility

**BETWEEN:**

The Town of West New York  
428 – 60<sup>th</sup> Street  
West New York, NJ 07093

**AND:**

Contractor:  
Address:  
Telephone:  
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Town of West New York.
2. The Contractor agrees to indemnify and hold harmless the Town of West New York, and the Mayor and Board of Commissioners of the Town of West New York, 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 Town of West New York 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 Town, 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

Consulting and coordinating on the design, operation, & construction of an aquatic facility

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 Town of West New York 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 Town of West New York 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

## TOWN OF WEST NEW YORK

### 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 Town, 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 Town'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 Town.
- 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 Town 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 Town of West New York 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 Town to notify the Town in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Town and that the Town 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.)*

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> 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



**TOWN OF WEST NEW YORK**  
**NOTICE OF RECEIPT OF ADDENDA**

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

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

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

\_\_\_\_\_  
Name of Respondent/Company

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

**END OF THE RFP**