

BOROUGH OF PARAMUS
COUNTY OF BERGEN
STATE OF NEW JERSEY

REQUEST FOR PROPOSALS

Requests may be emailed to bidinfo@paramusborough.org

Public Notice is hereby given that on March 5, 2026 at 11: 00 a.m., prevailing time, or soon thereafter, at the Municipal Building, 1 Jockish Square, Paramus, New Jersey, the Mayor & Council will receive Sealed Proposals for the:

**RFP – 2026 FOOD AND BEVERAGE CONCESSION SERVICES
AT THE PARAMUS MUNICIPAL POOL**

Proposal documents and specifications may be obtained on our website: www.paramusborough.org commencing February 10, 2026. This proposal is being sought pursuant to the Local Public Contracts Law.

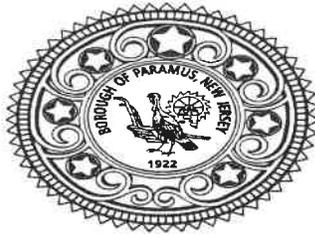
Said proposals must be enclosed in a sealed envelope. The wording “**RFP – 2026 FOOD AND BEVERAGE CONCESSION SERVICES AT THE PARAMUS MUNICIPAL POOL**” must be written on the outer envelope. The envelope must bear the title of the proposal, the date of the opening and the name of and address of the bidder. All proposals shall include **one (1) original set plus two (2) copies** of the required documents to the Office of the Municipal Clerk. It is the responsibility of the Bidder to check from time-to-time the Borough of Paramus’ website for clarification and/or amendments to this proposal.

An on-site walkthrough is not mandatory, but is strongly recommended. Failure to schedule an on-site walkthrough does not relieve the bidder of any obligations or requirements. Please call the Recreation Office @ (201) 265-9321 Ext. 6134

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding equal employment opportunity, as amended. Bidders are also required to comply with P.L. 2004 c.57 Business Registration Act. Bidders are required to comply with the requirements of P.L. 1977, Chapter 33, requiring stockholders and partnership names.

The Borough of Paramus reserves the right to reject any or all proposals or any part thereof and to waive any informalities therein and to award the proposal in the best interest of the Borough.

**Annemarie Krusznis, RMC
Borough Clerk**



Borough of Paramus Pool
Operation of the Food and Beverage Concession Services
Located at 1 Van Binsberger Boulevard, Paramus NJ 07652

Proposals to be received on or before March 5, 2026 @ 11 a.m., prevailing time at the Borough of Paramus, Borough Hall, Borough Clerk's Office 1 Jockish Square, Paramus NJ 07652

1 SCOPE

The contract to be awarded under these specifications shall grant the right and privilege to a Contractor to operate over-the-counter food and beverage concession at Paramus' Municipal Pool. To service and dispense according to the schedules contained herein and to provide adequate quantities and service to meet the needs of the membership and their guest in accordance with standards outline in these specifications.

2 TERM OF OPERATING SEASON

The 2026 seasonal lease shall be for the Saturday prior to Memorial Day, that being **May 23, 2026** and continue through **Labor Day** of the 2026 season, subject to all Borough health and Safety requirements.

3 PROPOSAL/SELECTION OF CRITERIA

The Borough of Paramus has set a minimum acceptable proposal at \$ 15,000.00 per year.

A contract will be awarded based upon the following criteria, maximum evaluation score of 100 points:

1. Proposal Amount – 25 points
2. Quality Variety and Value of Menu Offered – 20 points
3. References and most recent Health Inspection Report – 20 points
4. Past Performance in the Borough of Paramus - 25 points
5. Conformity to specifications – 10 points

The Borough of Paramus reserves the right to reject any and/or all proposals if in their sole judgement, it is in the best interest of the Borough of Paramus

4 SECURITY FEE

The contractor selected shall be required to post a \$ 500.00 Security Fee per season. Said Security Fee shall be in the form of a Certified check or a Cashier's Check drawn to the order of the Borough of Paramus. The Security Fee of the successful contractor shall be retained by the Borough of Paramus to insure the performance of the contract and as a security deposit against damage to the premises. The Security Fee shall be due and payable at the signing of the lease agreement by the Contractor.

Upon the completion of all contractual agreements, said Security Fee shall be returned without interest, less the cost of repairs of any damage to the premises, other than reasonable wear and tear; or shall be retained in full in the event the Contractor is unable to fulfill the service requirements of the lease.

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5 GENERAL REQUIREMENTS

A. CUSTOMER SERVICE SURVEY(S)

During the term of this Contact, the Borough of Paramus will conduct Customer Service surveys and inspections to measure value, quality and satisfaction pursuant to this agreement. The Borough serves the right to utilize the survey conclusions as a factor in contract renewal.

B. HOURS OF OPERATION

The Contractor will be permitted to sell his products, subject to all conditions of award, during the hours of standard operation when the Paramus Pool swimming facility is open. The Contractor shall be ready to provide food service immediately at the opening date and time of the pool. Failure to keep the Concession area open for business during substantially all public swimming hours, (except for swim lesson hours, which are options) shall be a material breach of the lease.

2026 Pool Operational Hours

Weekends

Saturdays 11 AM – 8PM

Sundays 11 AM – 8PM

Weekdays June 21st – September 7th 12 Noon - 8 PM

Saturdays, Sundays and Holidays 11 AM – 8 PM

SPECIAL EVENTS

Throughout Season 8AM – 10PM

Pool Commission to supply event calendar upon award

The Pool Manager on duty, in his/her discretion, has the authority to close the pool and any of its facilities, including the Concession, in case of inclement weather or for safety reasons. Contractor shall not be entitled to any adjustments of rent due to inclement weather or other Act of God which forces the closing of the pool by the Pool Manager

C. ABANDONMENT

If for any period of 5 (Five) consecutive days, Contractor fails to staff and operate the concession in good faith during the Contractor's hours of operation, the premises shall be deemed abandoned by the Contractor and this Lease shall be terminated, without need for further action by the Borough. All property remaining on the premises shall be deemed abandoned by the Contractor. If the Contractor abandons Concession without notice to Borough as provided within the specifications, the Borough shall retain Contractor's security deposit as liquated damages and not as a penalty.

D. LICENSING

Contractor shall have all necessary licenses by Friday, May 8th, 2026 and be operational no later than Saturday, May 23, 2026 for the 2026 season or this Lease shall be considered terminated, without further action by the Borough.

E. CONCESSION PRICES AND PRODUCT QUALITY

1. Bidders shall submit with Proposal Form **Schedule A. Required Concession Menu** and **Schedule B. Proposed Concession Menu** of all items he/she intends to sell during the term

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of this Contract. Schedules must include the size of the item being sold and the price to be charged. Prices charged shall be comparable with prices charged "On the Street". The quality of products sold will adhere to Schedule specifications. Failure to submit completed Schedules shall be cause for rejection of proposal. The Borough reserves the right to reject any bid which includes prices that are substantially higher than prices charged for comparable items by food vendors and restaurants within the Borough and vicinity.

2. The Contractor will have exclusive rights to sell food and beverages during the days and hours of pool operation on the Paramus Pool premises products. The Borough of Paramus may provide for additional ice-cream and ice sales by a single separate Contractor operating outside the fenced enclosure of the pool area.

F. **CONTRACTOR QUALIFICATIONS**

Contractor must have the ability and experience in the operations of a seasonal concession facility at a similar facility or has operated a year-round food service business. The contractor and supervisors required under this contract must each have 2 (Two) year experience in established food service business. Schedule C. Prior Experience listing contractor's prior experience shall be submitted with the formal proposal.

G. **INSPECTION**

The Borough of Paramus and its Agents or Representatives shall have the right to inspect the concession stand, kitchen and storage areas the leased or any part thereof at all reasonable hours for the purpose of examination and inspection of said premises, making necessary building repairs or for any other purpose, not unduly affection the operation of the Contractor's business. Contractor shall have all necessary licenses by Friday, May 8th, 2026 and be operational no later than Saturday, May 23rd, 2026 for the 2026 season or this contract shall be considered terminated without further action by the Borough. Please contact the Paramus Health Department (201) 265-9321 Ext. 6134Ext 2300 for a Retail Food License and inquire its license fee.

H. **COMPLIANCE WITH STATE AND LOCAL CODES**

The successful Contractor must meet the requirements for all applicable state and local health and sanitary codes pertaining to all aspects of operating a food and beverage concession at the leased premises for the full period of the contract. This shall include, but not limited to, Chapter 24 of the New Jersey State Sanitary Code.

In the event of a default, or failure to meet Federal, State or Local health standards, the Borough will give Five (5) days written notice of said default and if the Contractor fails to remedy said default within Five (5) days from the date of said notice, the lease shall be terminated and the rights of the lease shall be null and void.

I. **CONTRACTOR'S INSURANCE**

The award Contract shall procure and maintain:

1. Worker's Compensation and Employer's Liability Insurance shall be maintained in force during the lie of this contract by the contractor covering all employees engaged in performance of this contact with the applicable statute.

2. General Liability and Product Liability Insurance with limits as indicated on Insurance Checklist, and shall be maintained in force during the life of this contact by the Contractor. The policy shall include Contractor's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insure is named in the policy, a cross-liability endorsement shall be included w ich provides that the employees of each of the named insured are not excluded under the policy as respect to

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claims that are made against other named insured.

3. SPECIAL NOTE: The Borough of Paramus shall be named as an additional insured on all policies set forth above, except Worker's Compensation policies

J. CERTIFICATES OF INSURANCE

Certificate of the required insurance as listed above shall be submitted to the Borough of Paramus as evidence of coverage of Comprehensive General Liability, Workers' Compensation and Comprehensive Automobile Liability, if applicable. Insurance requirements are included in these specifications.

Such coverage shall be with acceptable insurance companies licensed to do business in the State of New Jersey/Contractors who are Self-Insured must submit a Certification or Affidavit attesting to its Self-Insurance.

K. RENT

The lease/rent for the season is the amount indicated on the Proposal Page as submitted by the Contractor. The lease/rent is payable to 2 (Two) equal installments due May 23rd and July 1st. Rent must be made to Borough of Paramus and received by the staff of the Pool Dept. Failure to pay within 10 days of due date could result in termination of this contract.

L. CLEANING

1. PRE-SEASON: Contractor shall clean the rental premises for Health Department inspections at the contractor's sole expense. Contractor shall schedule inspections and correct any inspection deficiencies at Contractor's expense. Health Department approval must be obtained no later than One (1) week prior to the first day of operation.

2. IN-SEASON: contractor shall maintain the rental premises in a neat, clean and pleasing appearance throughout the season. Contractor shall maintain the rental premises in compliance with all Fire; Health; Recycling; Safety and other applicable Federal, State or Local laws and regulations. Contractor shall clean all eating areas (pavilion floors; tables; benches and trash containers), periodically throughout each operating day. The Pool Manager shall have the sole right to determine conformance.

3. POST-SEASON: Contractor, at his own expense, shall remove all equipment, material; food products and clean the concession appliances; stoves; sinks; etc., no later than Four (4) days after Labor Day. Contractor shall not store any food in the rental premises during the off-season. Contractor shall clean the rental premises to the satisfaction of the landlord prior to September 11th 2026.

All property owned by the Contractor not moved within Five (5) days after Labor Day becomes the property of the Borough of Paramus to utilize or dispose of, whichever is in the best interest of the Borough.

M. UTILITIES

The Borough of Paramus will furnish electricity, gas and water. The Contractor shall furnish telephone service, if desired, as he/her own expense.

N. RESTRICTIONS AND ADDITIONAL REQUIREMENTS

The Contractor shall operate the Concession under the following restrictions:

1. Contractor shall not post any signs advertising the operation and availability of food and beverage vending business outside the premises of the building, except that the contractor shall be permitted Two (2) two-sided signs, of a maximum size of 3-feet high by 2-feet wide (sandwich board style) professionally manufactured and lettered, be placed at the pool at the contractor's expense; location sign placement at the pool to be approved by the Pool Manager.

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2. Contractor shall not sell, dispense or otherwise make available any item made glass or in a glass container.
3. Contractor shall not sell, dispense or otherwise make available any item made of/or containing aluminum or other metal without the written approval of the Borough.
4. Contractor shall not sell, dispense, consume or bring to the pool facility or rental premises any alcoholic beverage or any items containing alcoholic beverages.
5. Contractor shall provide, at no cost, items considered condiments to all purchasers.
6. Contractor shall not sell, dispense or otherwise make available any item such as chewing gum, which may interfere with the pool, its filtration system or other facilities. The Borough reserves the right to determine, in Borough's sole discretion, if any item interferes with the pool and/or its system.
7. Contract shall supply FREE ice water in an Eight (8 oz) ounce or larger cup to any pool member or guest upon request.
8. Contractor shall not alter, expand or change the building or equipment supplied without the express written permission of the Pool Manager under penalty of damages and forfeiture.
9. Contractor shall not permit any agent or employee to remain in or upon the leased premises, or any Borough owned property, for any period longer than is normally necessary to secure the premises and to perform minor clerical work after the close of business.
10. Contractor shall not assign this lease or sublet this lease without the Borough's written consent, which shall not be unreasonably withheld.
11. Contractor shall take possession of and use the rental premises for the sole purpose of operating a concession and related activities for the Borough of Paramus Pool only. The Contractor shall not use the facility for preparation of food to be served at any location other than at the Pool. **NO Uber Eats, Door-Dash, etc.**
12. Contractor is forbidden to have entertainment, except with the express written consent of the Borough.
13. Contractor shall display pricelist and menus in a neat, legible manner and in a visible location in the interior of concession.
14. Contractor shall not use carryout plastic bags. **THEY ARE PROHIBITED!**
15. Contractor shall NOT dispense any food and/or beverage in/on Styrofoam containers, (i.e., plates; cups; straws; etc.), PAPER PRODUCTS ONLY! Single service wrapped straws, paper napkins and condiments shall be provided at no cost and shall be dispensed in a manner approved by the Health Officer.
16. No tip cup or any request or posting of suggested gratuities that shall be placed at the concession stand of the concession service area.
17. Borough shall have the right to hold evening food service/entertainment events at the Pool after 6 PM. Such evening events may have food services provided by the pool staff or other outside provider. Swim Meet Fundraiser will have two (2) events. Pool Commission will supply with dates and time.

O. PERSONNEL

1. The contractor shall hire, train, supervise and maintain an adequate number of employees as necessary to satisfactorily complete the work under this Contract.
2. Prior to assignment of any personnel, the Contractor shall submit to the Borough a roster of each employee with the following information but not limited to the following: Employee's Name; Address; DOB; SS#; Citizenship Status and criminal record. In the event any employee is considered to be unacceptable to the Borough, the Contractor shall

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immediately remove said employee from further consideration for employment at the Borough facility. Furthermore, if in the Borough's opinion, an assigned employee is found at any time during the term of the Contract to be unacceptable and/or imposes a security risk, the Contractor shall immediately remove said employee from his/her assignment to work under this contract.

3. Contractor shall provide an adult supervisor, 18 years of age or older who must have food handler training and experienced in concession operations on duty at the rental premises during all hours of operation.
4. Contractor and employees must conform to all local Board of Health Rules and Regulations.
5. Contractor and employees shall provide and wear neat, clean uniforms.
6. Contractor shall not permit any individual not employed by him/her in or on the leased premises at any time.
7. Contractor's employees shall not be allowed use of the Pool, except such employees who are pool members and such members shall not be permitted use of the pool during hours when they are working for the Contractor.

P. EQUIPMENT, EQUIPMENT MAINTENANCE

The Borough will supply the following equipment in good working order to the Contractor:

1. One (1) Grill Fire Hood and Fire Suppression System.
2. One (1) Wet Chemical Fire Extinguisher
3. One (1) Fryer
4. One (1) Walk-in Freezer
5. One (1) Walk-in Refrigerator
6. One (1) Warming Tray
7. One (1) Three-Bay Sink
8. One (1) Stainless Steel Work Table with Undershelf
9. Two (2) Drink Refrigerators
10. One (1) Double Pizza Oven
11. One (1) Ice Machine

Contractor shall furnish, at Contractor's expense, all kitchen equipment, including but not limited to stoves/oven, refrigerators, freezer; fryers; counters; soda dispenser; pots and pans; utensils; etc., as required above and beyond equipment furnished by the Borough for Contractor to operate. **Schedule D. Proposed concession Equipment** shall be submitted with the formal proposal.

All equipment supplied by the Contractor must be commercial grade equipment and must comply with all applicable fire, safety and health codes and must be in new or good condition including appearance and mechanical function. Contractor must obtain written approval of each piece of equipment prior to installation in the rental premises. The Borough will not supply not contribute to the cost of any new or replacement equipment. Upon commencement of the food and beverage operation at the leased premises, it shall be the responsibility of the Contractor to maintain, repair or replace any and all equipment necessary to professionally serve the membership. Contractor shall be responsible for daily cleaning of all equipment and the proper disposal of grease, cooking oils and other food preparation waste products.

Contractor shall dispose of garbage, food waste and food packaging in appropriate containers every day of operation. Cardboard shall be bundled, tied and placed in the recycling area daily.

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Boxes, containers, trays, etc., shall not be left outside of the concession building at any time.

Q. ACCESS TO RENTAL PREMISES

The Borough of Paramus employees shall have immediate access to the rental premises at all times to inspect the condition of rental premises, to make repairs and for any purpose which the Borough, in its sole discretion, determines to be necessary for proper operation of the concession or the pool facility.

Contractor shall be responsible for the physical security of the rental premises. Contractor shall be solely responsible for any loss or damage due to theft or vandalism. Contractor can request a pre-season appointment to inspect the designated pool work area by contacting Recreation Office (201) 265-9321 Ext. 6134

R. REPAIRS AND MAINTANENCE

The Borough shall make repairs to all exterior wall; roof structural components; ceilings; fire hood; fire suppression system; electrical systems; and water unless these repairs are made necessary by the act or neglect of the Contractor or his/her employees. Contractor shall pay for all repairs and/or modifications to the rental premises required for improvements made by tenant. Contract shall be responsible, at contractor's expense, for all repairs and maintenance other than those repairs set forth above. Any repairs shall become the Borough's sole property at the end of the lease.

The Borough shall have the right, in its sole judgement, to require the tenant to make any repairs necessary for the health and/or safety of pool members, pool staff, Contractor's employees or for the security of the rental premises. If the Contractor fails to make such repairs within Ten (10) days of the Borough's written notification, the Borough shall have the right to make the required repairs and the Contractor shall pay for costs of the required repairs.

6. LIQUIDATED DAMAGES AND/OR DEFAULT

If any rent shall be due and unpaid, or if default shall be made in any of the covenants, terms or provision of the lease then it shall be lawful for the Borough of Paramus, its Agents or Representatives to re-enter the leased premises and to remove all persons there from and the rights and privileges of the successful contractor shall thereupon be terminated and the security deposit shall be considered as liquated damages.

The Borough of Paramus reserves the right to terminate the agreement with the Contractor at any time in the event: (1) The food served is not of good quality; or (2) In the event the area in and about the leased premises are not kept clean, orderly and sanitary; or (3) The Leasee vendor violated any Federal, State or Local health standards.

The Borough of Paramus shall give Five (5) days written notice of any such violation to the Contractor. If the violation is not remedied within said time period, the Borough of Paramus may terminate the Contract without penalty to Contractor.

In the event any court of law shall declare invalid the contract based upon the acceptance of a bid or any part thereof, the agreement shall be terminated and there shall be no responsibility of the Borough of Paramus to respond in damage of any kind whatsoever.

7. END OF TERM RESPONSIBIITIES

CLEAN: Leave the rental premises clean in the same order or better condition as beginning of contract term

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PERSONAL PROPERTY: Remove all Contractor's personal property. Any personal property in or on the premises Ten (10) days after Labor Day, the Borough may either dispose of it and charge the Contractor for the cost of disposal or retain ownership of it as abandoned property.

SIGNS: Remove all signs and restore that portion of the rental premises on which the signs were placed.

REPAIRS: Repair all damage caused during the term of contract or during removal of personal property.

CONDITION: Return the rental premises and any improvements to the Borough in good condition.

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CHECKLIST OF REQUIRED DOCUMENTS

Acknowledgment of inclusion in the Proposed submission, ALL ITEMS CHECKED below shall be initialed

Failure to complete and provide the following documentation/pages, as checked, with your Proposal submission MAY result in your Proposal being disqualified.

Proposal Forms: **One Original Hard Copy** on the proposal forms contained in the Proposal package with supporting documentation

	<input checked="" type="checkbox"/>	Initials
Checklist of Required Documents, signed below	<input checked="" type="checkbox"/>	
NJ Anti-Discrimination Provisions	<input checked="" type="checkbox"/>	
Americans with Disabilities Act Certification and Requirements	<input checked="" type="checkbox"/>	
Disclosure of Investment Activities in Iran	<input checked="" type="checkbox"/>	
Certification of Non-Involvement with Russia and Belarus	<input checked="" type="checkbox"/>	
Ownership Disclosure	<input checked="" type="checkbox"/>	
Certificate of Insurance & Hold Harmless	<input checked="" type="checkbox"/>	
Schedule A – Required Concession Menu	<input checked="" type="checkbox"/>	
Schedule B – Proposed Additional Menu	<input checked="" type="checkbox"/>	
Schedule C – Prior Experience	<input checked="" type="checkbox"/>	
Schedule D – Proposed Concession Equipment	<input checked="" type="checkbox"/>	

THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.

 Printed Name of Authorized Agent

 Signature of Authorized Agent

 Title

 Date

 Company Name

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, 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 of 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, on account of race, creed, color, 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 of any prior violation of this section of the contract.

The undersigned contractor further understands that his/her bid shall be rejected as nonresponsive if said contractor fails to comply with the requirements of *N.J.S.A. 10:2-1 et seq.*

COMPANY:	SIGNATURE:
PRINT NAME:	TITLE:
DATE:	

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Borough of Paramus, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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 Borough 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 Borough in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the Borough, 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 Borough's grievance procedure, the contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough 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 Borough pursuant to this paragraph.

It is further agreed and understood that the Borough 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 Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq).

COMPANY:	SIGNATURE:
PRINT NAME:	TITLE:
DATE:	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity (bidder) 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 may render a bidder’s proposal non-responsive.** If the contracting unit determines that a bidder submits a false certification, the contracting unit shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of *P.L. 2021, c. 20212 (N.J.S.A. 52:32-59)*.

Please check too appropriate statement:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’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 below.**

OR

I am unable to certify as above because the bidder 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 may 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 N.J.S.A 52:32-56(f) by completing the boxes below.

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contract Phone Number: _____

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Select this if you are including additional activities.*) If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.

PART 3: 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 Paramus is relying on the information herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the contracting unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the local contracting unit and that the local contracting unit, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print):
Signature:
Title:
Date:
Bidder/Vendor:



State of New Jersey

DEPARTMENT OF THE TREASURY DIVISION
OF PURCHASE AND PROPERTY OFFICE OF
THE DIRECTOR

33 WEST STATE STREET

P. O. BOX 039

TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D.
MURPHY
Governor

TAHESHA L.
WAY
Lt. Governor

ELIZABETH MAHER
MUOIO
State Treasurer

AMY F. DAVIS
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date 1/1/2026

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
---------------------------------------	---------

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Paramus 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 Borough of Paramus to notify the municipality 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 municipality to declare any contract(s) resulting from this certification void and unenforceable.

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

Borough of Paramus Borough
Borough of Paramus Pool
Operation of the Food and Beverage Concession Services
Located at 1 Van Binsberger Boulevard, Paramus NJ 07652

Certificate of Insurance Requirement

1. The Certificate of Insurance must list the Borough of Paramus as additional insured and the “Add ’1 Insd” box must be check in the General Liability section of the certificate.
2. Explanation and date of work, program or contract being perform for the Borough must be entered in the “Description of Operations” section of the Certificate of Insurance.
3. A Hold Harmless Clause, per attached, must be filed in and signed by applicant and return with proposal.

Borough of Paramus Pool
Operation of the Food and Beverage Concession Services
 Located at 1 Van Binsberger Boulevard, Paramus NJ 07652

REQUIRED INFORMATION NEEDED TO ENTER VENDOR/FACILITIES USER

Name of Insured using or coming onto Borough property:	
Address of Insured:	
City, State, Zip	
Phone No.	
Contact Person's Name/Title:	
Contact Person's E-Mail Address:	
Business Name, if different than name of Insured:	
Type of work, date of work and for which department or what Borough facility are being used & when:	

Borough of Paramus Pool
Operation of the Food and Beverage Concession Services
Located at 1 Van Binsberger Boulevard, Paramus NJ 07652
HOLD HARMLESS CLAUSE
BOROUGH OF PARAMUS

_____, will protect, indemnify and hold harmless the Borough of Paramus
(Vendor's Company Name)

from and against any and all losses; claims; penalties; damages; settlements; costs; charges; professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations, including any such claims for damage, loss or expense resulting in bodily injury; sickness; disease or death or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and which is caused in whole or in part by any negligent or willful act or omission by

(Vendor's Company Name)

Signature

Print Name

Title

Date

BOROUGH OF PARAMUS
SCHEULE A
REQUIRED CONCESSION MENU

ITEM	SPECIFICATIONS	MAXIMUM RETAIL PRICE
Soft Drinks	Fill in the type of soft drink to be provided and size.	
Non-carbonated Beverages	Describe below at least three (3) non-carbonated beverages.	
Hamburger	Must be at least 4 oz. pre-cooked weight, 80% lean Grade A Beef, served on a hamburger or better bun. Describe proposed size and serving style.	
French Fries	Describe method of preparation, cooking, serving size and price.	
Hot Dog	All beef, served on a hot dog or better roll. Describe proposed size and serving style.	
Salads	Describe serving size, contents and price for a plain salad and salad with meat.	
Ice Cream	Describe brands, size, weight of three (3) types of dairy ice cream products and two (2) of ice products	
Snack Foods	Items considered Chips; Pretzels; Cookies; Candy and all similar products. Describe type, serving size and serving method for minimum Three (3) different snack foods	
Coffee	Served in 10 oz. paper cup. Describe brand and sizes	
Fruit	Fresh fruit. Describe serving size and packaging	

BOROUGH OF PARAMUS
SCHEULE B
PROPOSED ADDITIONAL CONCESSION MENU
SHEET _____ OF _____

ITEM	SPECIFICATIONS	MAXIMUM RETAIL PRICE

BOROUGH OF PARAMUS
SCHEULE C
PRIOR EXPERIENCE

FACILITY NAME	DATES	DESCRIPTION	OWNER NAME & PHONE NUMBER

Borough of Paramus Pool
Operation of the Food and Beverage Concession Services
 Located at 1 Van Binsberger Boulevard, Paramus NJ 07652

PROPOSAL FORM
 RFP – 2026 FOOD AND BEVERAGE CONCESSION SERVICES AT THE
 PARAMUS MUNICIPAL POOL

Proposals are to be received no later than 11:00 AM, March 5, 2026

The, Undersigned,, hereby declares that the only persons or parties interested in this proposal as principals are named below, that this proposal is in all respect far and without collusion or fraud; that they have carefully examined the specifications and that they will contract to carry out and complete the said services as specified and delineated at the price stated in this Proposal and that they propose and agree that I this proposal is accepted, they will contract with the Borough of Paramus for the provisions of the specified services.

The undersigned further understands that only seasonal proposals of \$5,000.00 or greater will be considered by the Borough of Paramus.

2026 Seasonal Lease of Concession Stand	\$
Price in Words	
Refundable Season contract Deposit	\$ 500.00
Name of Company:	
Name of Representative:	
Signature:	
Business Address	
Telephone:	
Attach Schedules A through D	

**2026 AGREEMENT FOR THE FOOD AND BEVERAGE CONCESSION SERVICES AT
THE BOROUGH OF PARAMUS MUNICIPAL POOL**

ARTICLE I – PURPOSE AND TERM

1.1 Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Concessionaire shall operate the food and beverage concession stand at the Borough of Paramus Pool ("Pool").

1.2 Independent Contractor Status

The Concessionaire is and shall remain an independent contractor, not an employee or agent of the Borough.

1.3 Term; Operating Season

The Concessionaire shall begin operations on the Saturday prior to Memorial Day, that being May 23, 2026, and continue through Labor Day of the 2026 season, subject to all Borough health and safety requirements. The Borough shall have the option to extend the contract for up to two (2) additional one-year terms at its sole discretion.

ARTICLE II – PERMITTED OPERATIONS AND MENU REQUIREMENTS

2.1 Menu and Pricing

The Concessionaire shall submit a detailed menu and pricing schedule with the bid submission. Prices shall not exceed those prevailing in the general public market; no premium pricing is permitted. Prices must be approved by the Borough and displayed visibly at the concession stand, in addition to a visible location at the pool food- dispensing site. A menu review meeting will occur post-award with the Paramus Pool Commission , together with the Pool Liaison and Counsel.

2.2 Food and Beverage Standards

Single-service items, including but not limited to straws, napkins, and condiments, must be provided at no cost and dispensed per Health Officer requirements. Frozen desserts must be manufactured off-site and meet all Health Department standards.

ARTICLE III – FACILITIES AND EQUIPMENT

3.1 Health Officer Inspections; Maintenance Obligations

All equipment used by the Concessionaire shall be subject to inspection by the Borough of Paramus Health Officer. It shall be the Concessionaire's responsibility to maintain a clean facility at all times, including performing daily cleanup at the end of each operating day.

The concession facility may be subject to unscheduled inspections by the Borough of Paramus Health Officer at any time during the term of this Agreement to ensure that a clean, sanitary, and compliant food-serving establishment is being maintained.

The Concessionaire shall be solely responsible for the proper removal and disposal of all cooking oils used in connection with concession operations.

3.2 Pre-Opening Requirements

The Concessionaire must be fully prepared for the Health Officer to conduct the pre-opening inspection at least two (2) weeks prior to Memorial Day Weekend, on or before Monday, May 11, 2026.

All required food handler certifications for Concessionaire employees shall be submitted to the Borough prior to the start of the season, and the Concessionaire shall complete all necessary Borough licensing requirements prior to the commencement of operations.

3.3 Borough-Provided Facilities and Equipment

The Borough shall provide the building and all permanent equipment presently located at the concession stand. These items may be inspected by prospective bidders one (1) week prior to the bid opening.

The Borough shall also supply, at no cost to the Concessionaire, the electrical and water outlets required for concession operations and shall maintain these utilities in good working condition.

3.4 Concessionaire-Provided Equipment and Maintenance

All other equipment necessary for the preparation, sale, and distribution of food and beverages, as well as equipment required for maintaining cleanliness and sanitation within the concession premises, shall be supplied by the Concessionaire. All such equipment is subject to review and approval by the Borough of Paramus.

The Concessionaire shall keep all Borough-provided and Concessionaire-provided equipment clean and in sanitary condition at all times, in accordance with the requirements of the Health Department.

The Borough will perform an initial start-up of Borough-owned equipment at the beginning of the season to ensure proper working order. After the first seven (7) days of operation, all responsibility for performing repairs or maintenance on equipment necessary for ongoing concession operations shall rest solely with the Concessionaire for the remainder of the 2026 Summer Season.

ARTICLE IV – HEALTH, SANITATION & CLEANING REQUIREMENTS

4.1 Health Officer Oversight

All Concessionaire equipment is subject to inspection by the Borough Health Officer. A pre-opening inspection must occur two weeks prior to Memorial Day Weekend, that being Monday, May 11, 2026.

4.2 Cleaning Requirements

The Concessionaire shall maintain the highest sanitation standards, including but not limited to:

- Daily washing of counters, floors, snack bar pavilion area, and tables.
- Regular washing of the concrete apron and gum removal.
- Bi-weekly exhaust fan cleaning.
- Daily trash removal and compliance with Borough recycling regulations.

- Wash floors in Snack Bar service area and Snack Bar pavilion area, completely, at least one hour before opening each day.
- Snack Bar area, including pavilion/seating area, shall be cleaned and hosed daily before opening and at closing.
- The concrete area around the snack bar shall be washed down regularly.
- Gum shall be removed from the concrete apron.
- Tables in the snack bar area shall be cleared, cleaned, and washed regularly throughout each day of operation.
- Flatten all cardboard containers.
- All garbage shall be placed in plastic bags and deposited regularly in dumpsters, which are located in the parking lot.
- All food handlers shall wear plastic gloves when handling food products.
- Power washing of the seating area before the season and monthly thereafter.
- End-of-season deep cleaning by the Friday following Labor Day, that being September 11, 2026.

4.3 Recycling Requirements

The Concessionaire shall comply with all Borough recycling regulations. When Borough-issued recycling containers become full, the Concessionaire shall contact the Borough at 201-265-2100, extension 3100, to schedule pickup.

4.4 Cleaning Charges and Security Deposit Deductions

Failure to clean may result in Borough-performed cleaning at \$50/hour or actual contractor cost, deductible from security deposit.

ARTICLE V – PERSONNEL

The Concessionaire shall supply all necessary employees for the operation and sanitation of the concession stand. These individuals will be exclusive employees of the Concessionaire and not employees of the Borough. Employees of the Concessionaire who are deemed unsatisfactory to the Borough shall be removed by the Concessionaire from the Pool site immediately.

All employees:

- Must be approved by the Borough and subject to mandatory background checks.
- Must provide food handler certifications.
- Must be removed upon Borough request.
- Shall not have pool privileges unless they are registered pool members.
- Must be supervised at all times by a Manager aged 21 or older.

ARTICLE VI – INSURANCE & INDEMNIFICATION

6.1 Required Insurance

Before operations commence, the Concessionaire shall provide Certificates of Insurance, naming the Borough as Additional Insured, including:

- Workers’ Compensation (statutory)
- Comprehensive General Liability: \$1,000,000 CSL, including
 - Premises/Operations
 - Independent Contractors
 - Products/Completed Operations
 - Contractual Liability
 - Personal Injury
 - Broad Form Property Damage

General Liability insurance, acceptable by the Borough, must be maintained for one (1) year after contract completion. Certificates naming the Borough as an additional insured and providing proof of such insurance and coverage shall be filed with the Borough Clerk prior to the commencement of operations hereunder by the contractor.

6.2 Indemnification

The Concessionaire agrees to indemnify and hold harmless the Borough, the Borough Mayor and Council, the Paramus Pool Commission 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 all costs, damages and changes of whatsoever kind and nature, including attorney’s fees, to which the Borough may be put for or on account of any injury or alleged injury to person including death, or property, resulting from the performance of the

contractors operations under the contract, or by or in consequence of any neglect or omission on the part of the contractor, or the absence thereof, be by the contractor or anyone directly or indirectly employed by the contractor.

ARTICLE VII – PAYMENTS

7.1 Payment Schedule

Payment by Concessionaire will be made to the Borough each year of the contract as follows:

\$500.00 Security Deposit Required.

100% of the Refundable Deposit after final walk-through

50% of the Bid Amount by May 23, 2026.

50% of the Bid Amount by July 1, 2026.

7.2 Late Fees

Late payments incur a 10% penalty after 14 days of non-payment.

ARTICLE VIII – HOURS OF OPERATION

The Concessionaire must be open 11:30 AM – 7:30 PM daily during pool operation days and must provide service for Borough-directed special events, including swim and dive meets and pool parties.

Failure to open during required hours results in:

- \$50/hour liquidated damages for each hour closed.
- After 10 total hours of non-operation, the Borough may declare a default and terminate the contract.

An opening and closing sign specifying hours of operation shall be displayed at all times.

ARTICLE IX – SPECIAL PROVISIONS

The Concessionaire shall provide service at other times for special events as directed by the Borough, such as pool parties, swimming, and diving meets and Borough events. Fundraising by the Paramus Pacers Swim and Dive Team during meets must be permitted. Concessionaire must insure its own equipment; Borough is not liable for loss/damage. Concessionaire must comply

with all applicable health, safety, and recycling regulations. Business Registration Form must be submitted with bid documents.

ARTICLE X – DEFAULT AND TERMINATION

The Borough may terminate this Agreement for:

- Failure to open during required hours (over 10 cumulative hours)
- Failure to comply with cleaning requirements
- Any other failure to perform a material term of this Agreement

Termination may occur upon written notice delivered personally or by certified mail.

SIGNATURES

Borough of Paramus:

Name:
Title:
Date:

Concessionaire:

Name:
Title:
Date: