

Request for Proposal
for
CUSTODIAL SERVICES

RFP#2021-22-10

for the

FORT LEE BOARD OF EDUCATION
231 Main Street, 3rd Floor
Fort Lee, New Jersey 07024

**NOTICE OF BID PROPOSALS
FOR CUSTODIAL SERVICES FOR THE
FORT LEE BOARD OF EDUCATION
BERGEN COUNTY**

Notice is hereby given that pursuant to the provisions of N. J. S. A 19:44A-20 and Chapter 271 of the laws of the State of New Jersey, the Fort Lee Board of Education, located at 231 Main Street, 3rd Floor, Fort Lee, New Jersey 07024, is seeking Bid Proposals for **Custodial Services** to be provided to the Board of Education for the period **July 1, 2022 to June 30, 2023** with four (4) one-year renewal options.

The Bid Proposal may be downloaded from the Fort Lee Board of Education's website at https://www.flboe.com/administration/business_office/requests_for_proposals_bids or obtained at the Board Office, 231 Main Street, 3rd Floor, Fort Lee, NJ 07024. All Bid Proposals submitted to the Board must be pursuant to the Bid Proposal distributed by the Fort Lee Board of Education and in the format required therein and as set forth hereafter. Bid Proposals must be submitted **ONLY** on the prescribed form. All blank spaces for bid prices must be typed.

Pursuant to P.L. 2004 c.57, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. No bidder who is on the State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders shall be eligible to bid.

To be considered, a Bid Proposal for Custodial Services must be received in the Fort Lee Board of Education Board Office on or before **11:30 a.m., Tuesday May 17, 2022**. All bids will be opened and read to the public at that time by the School Business Administrator. No bid may be withdrawn for a period of sixty (60) days from the opening of the bids. The Board of Education, however, assumes no responsibility for their delivery on time. **The envelope shall be marked with the words: BID PROPOSAL FOR CUSTODIAL SERVICES FOR THE FORT LEE BOARD OF EDUCATION** and addressed as follows:

Haquisha Q. Taylor
Business Administrator
Fort Lee Board of Education
231 Main Street, 3rd Floor
Fort Lee, NJ 07024

An electronic copy of the Bid Proposal must be emailed to purchasing@flboe.com on or before **11:30 a.m., Tuesday May 17, 2022**. **The email subject shall be: BID PROPOSAL FOR CUSTODIAL SERVICES.**

For the Fort Lee Board of Education:

Haquisha Q. Taylor
HAQUISHA Q. TAYLOR
Business Administrator

1. **ADDENDUM** in case of any ambiguity, inconsistency, error or omission in any of the bid documents, or conflict between the provisions in a bid document and provisions of a federal, state, or municipal law or government regulation, the bidder is required to draw such matters to the attention of the Business Administrator. The Business Administrator will determine the true interpretation intended thereof and notify each and every person who has received the documents through the issuance of an ADDENDUM. The Board of Education will not be held responsible for any oral instructions.
2. **BID DOCUMENTS** The bidder is to familiarize himself with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained in said documents. The documents comprising the bid consist of: (a) NOTICE TO BIDDERS; (b) INSTRUCTIONS TO BIDDERS, © GENERAL CONDITIONS, (d) SPECIAL CONDITIONS (if any); (e) SPECIFICATIONS AND (f) BID PROPOSAL. The same documents along with the NOTICE OF AWARD will comprise the contract documents. A set of bid documents shall be given to each vendor. The Board reserves the right to reject all bids.
3. **BID FORM** The price which the bidder proposes must be written in ink or typewritten in the blank space provided for it on the official BID PROPOSAL. In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.
4. **BID LISTS** Vendors who wish to remain on the active bid list must either submit a bid or a letter of explanation as to the reason for not submitting same no later than the official BID OPENING.
5. **MARKING ENVELOPES** The bid proposal must be filled out on the form prescribed and enclosed in a sealed envelope which must be endorsed on the outside, "BID PROPOSAL", and indicate the contract number and title of the bid proposal as well as the name and address of the bidder.
6. **RESPONSIBLE BIDDER** The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education or its agents. In determining same, the financial responsibility of the bidder will not be the sole criterion. The Board is equally concerned with the proven and probable ability of the bidder to satisfactorily perform its contract so that the services will be delivered on time and in accordance with the contract documents.
7. **SAMPLES** The Buildings & Grounds Supervisor may require the submission of samples either before or after the award of a contract at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted no later than the BID OPENING. Failure to submit said samples may be regarded as basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, the bidder must pick up all samples within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Business Administrator will dispose of them as he sees fit.
8. **TAXES** No charge will be allowed for any sales or excise taxes from which the Board is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be provided on forms supplied by the bidder.

GENERAL CONDITIONS

1. **TERMS OF CONTRACT** Unless otherwise stated in NOTICE TO BIDDERS, the successful bidder will be required to furnish and deliver items and/or services covered by the specifications for a period of 12 months covering the one year specified. The contract will be for a term of one (1) year, with an option for four (4) one (1) year extensions at the School Board's discretion. Extensions are subject to the availability and appropriation annually of sufficient funds by the Board of Education. The contract will commence on July 1, 2022 and continue until June 30, 2023, unless terminated for cause or convenience. Renewal contract cannot exceed the published index rate for that year. During the term of the contract, additional items and/or services can be procured at the unit prices indicated on the BID PROPOSAL.
2. **CHANGE ORDERS** When, and if, field conditions necessitate changes, additions or deletions be made to the contract the Business Administrator will issue the necessary change order in writing describing such changes and indicating the amount of any decrease or increase in the contract price, if any.

3. **DAMAGES** The contractor will be held responsible for injury to any person and shall repair or replace to the satisfaction of the Board of Education any or all damages done to a building or its contents, as a result of negligence in the delivery of any supplies, material or equipment, or resulting from defective equipment, material, supplies or workmanship provided by such contractor.
4. **DELIVERIES** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the NOTICE OF AWARD, and as stipulated in the specifications. All deliveries must be made FOB destination to the inside of the building and to the appropriate storeroom as designated by the custodian. Sidewalk deliveries will not be accepted. School district personnel are not required to assist in the deliveries. Damaged and/or non-complying items will not be accepted and title thereof will not vest to the Board of Education until such items are accepted by the Business Administrator. The contractor must replace, without further cost to the Board of Education, such damaged or non-complying items before payment can be made. If the contractor fails to make delivery within the specified time, or if the delivery is rejected, the Business Administrator may obtain such items from other sources in the open manner or contract. Should the new price be greater than the original bid price, the difference plus liquidated damages, if any will be charged against the contractor.
5. **DRAWINGS** If the drawings are included with the specifications, dimensions are approximate and indicate relative locations of the items to be furnished or installed. The contractor shall verify all measurements on the premises. Work, materials and items to be furnished or installed, called for either the drawings or specifications, shall be included as though called for in both. Shop drawings, when required, must be submitted within 30 days after the award of contract. All submissions of shop drawings must consist of at least four sets and must be furnished at no cost to the Board of Education.
6. **EQUIVALENTS** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the vendor may select one of the items. The catalog and/or samples of the specified items may be seen at the office of the Business Administrator. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID PROPOSAL the kind, type, catalog number, brand or manufacturer of materials that is offered as an equal and submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the case specifications in similar detail as in the description of the component parts of the specified items. Substitute items must be capable of performing all of the functions and/or operational features described or indicated in the specification. Failure to indicate the description of any substitute items on the BID PROPOSAL will be interpreted to conclude that the bidder will furnish the specified item.
7. **GUARANTEES** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the Business Administrator. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the specified understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Business Administrator.
8. **INSTALLATION OR CONSTRUCTION** When the specifications require installation or construction, the contractor must furnish all tools, labor, transportation and materials necessary for the completion of his contract including any new services require. Equipment must be installed in ready-to-use condition. The equipment and/or material described in these specifications must be delivered to the school and installed in their respective places as described by the Business Administrator or his representative, or as indicated on any attached drawings and/or approved shop drawings. Delivery shall be made so that installation by the bidder will be complete forty-five (45) days from the NOTICE OF AWARD unless otherwise stipulated elsewhere in the contract documents.
9. **LABELING** All packages, cartons or other containers must be clearly marked with (a) School building and room designation; (b) Description of contents or item number from Specifications; (c) Quantity; (d) Board of Education's purchase order number and (e) Vendor's name and order number.
10. **LAWS** The contractor must comply with all applicable federal, state and local law, ordinances, codes, rules and regulations, and orders. All sub-contractors shall likewise be required by the contractor to comply therewith. Attention is particularly, but not exclusively directed to (1) The Prevailing Wage Act Chap. 150 Laws of 1963.
11. **PAYMENTS** Unless otherwise stated in any SPECIAL CONDITIONS, payment of the contract price will be made monthly upon satisfactory completion of the terms of the contract as determined by the Business Administrator.

12. **BASIS OF BID** A certified check, cashier's check or bid bond of 10% of the Bid total /to a max of \$20,000.00/, if requested in the Notice to Bidders, must be made payable to the Board of Education and accompany the bid. A Certificate of surety is also required (see page 3).
13. **STATEMENTS** Separate statements or invoices which identify purchase order number and delivery locations shall be made and will be sent to the Business Administrator's Office.
14. Bids must be presented on our original BID PROPOSAL FORM to be given consideration. Any bid submitted on forms using non-correlated numbers may not be considered for an award. The successful bidder must bill items as per bid specification numbers.
15. In the event that a bidder protests the award of any item, the bidder protesting the award will be responsible for all costs connected with the protest if the Board of Education determines that the protesting bidder is not successful in its protest. Costs may include but not be restricted to all hearing costs, legal fees, consultants' fees and laboratory testing fees.
16. The Board of Education reserves the right to increase or decrease quantities in the bid(s).

Each bid shall be accompanied by the following:

Bid Guarantee – Guarantee payable to the Board of Education that bidder, if the contract is awarded to him, will enter into a contract therefore. Guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000 and may be in the form of certified check, cashier's check, or bid bond.

Bid Bond – Bidders must provide a cashier's check or certified check or bond in the amount of 10% with minimum of Twenty Thousand Dollars (\$20,000) to be included with the bid proposal. The check will be returned to unsuccessful bidders upon award of a contract.

Bidders attention is called to the requirements of both N.J.S.A., 34:11-56-5 et. Seq., Prevailing Wages on Public Contracts, and N.J.S.A. 10:3-1 et. seq., Prohibiting Discrimination in Employment on Public Contracts.

Contractors will be required to pay prevailing wage rates as determined by the "New Jersey Prevailing Wage Act" of the State of New Jersey Department of Labor and Industry pursuant to Chapter 150 of the Laws of 1963, effective January 1, 1964.

Bidding shall be in conformance with the applicable requirements of the New Jersey Public School Contracts Law (N.J.S.A. 18A:18A-1 et. Seq.).

Bidders must comply with Chapter 33, Laws of 1977 (Assembly Bill No. 22, 1976, approved March 8, 1977): an ACT requiring corporate and partnership bidders for State, County, Municipal or School District Contracts to submit a list of names and addresses of those partners owning 10 percent or greater interest herein.

Pursuant to P.L. 1975, Chapter 127, effective July 23, 1975, Affirmative Action against Discrimination pertaining to all aspects of the Project will be a condition of the Contract. During the performance of the contract, the Contractor agrees to comply with and be an Affirmative Action employer. The Bid Proposal must be accompanied by a signed Affirmative Action Acknowledgement (Chapter 127, 1975 N.J. Statute NJAC 17:27).

BY ORDER OF:
FORT LEE BOARD OF EDUCATION
FORT LEE, NEW JERSEY

Haquisha Q. Taylor
BUSINESS ADMINISTRATOR/
BOARD SECRETARY

General Instructions to Bidders

Start Up

The successful contractor will provide all additional management as needed to assist in the start-up of the contract.

Pre-Bid Meeting

There will be no prebid meeting. Site visits are encouraged. Please contact Jack DeNichilo at jdenichilo@flboe.com or at his district cell phone 201-290-2190.

Visit to Site

Each bidder will visit all the buildings and grounds locations and familiarize themselves with the work required and verify all dimensions and existing conditions.

Sub-Contracting

The successful contractor must be fully capable of performing the proposed services within its resources and may not assign, transfer or sublet this contract or any portion thereof without the written consent of the school district. Noncompliance with this requirement will result in immediate disqualification.

Capital Equipment Provided

Equipment (Excluding grounds equipment): Contractor shall provide the following equipment (necessary to properly perform the contract) to be used at each of the schools in the district. All equipment must be in good working condition and of a name brand. This list shall include a description of the equipment with make and model. All equipment shall be depreciated on a basis over a five-year period. Title to said equipment shall pass to the School District when equipment is depreciated. In the event that the contract is terminated prior to complete depreciation of the equipment, the School District shall choose to pay the Contractor the depreciated value, shall cause a succeeding contractor to pay previous Contractor an amount equal to the un-depreciated amount remaining as of the date of termination or the Contractor will remove the equipment from the District and retain ownership without any financial obligation to either the District or the Contractor. The District reserves the right to determine which option to exercise and will notify the Contractor of its decision at least (14) days prior to the contract termination. The depreciation must list the value of all capital equipment after two years (the initial length of the contract), after two years, three years, four years, and five years (the renewal lengths of the contract). The contractor must provide a detailed inventory/log of all equipment and provide it to the District at the end of each quarter.

District Equipment List – To be provided for each school

- 1 Walk behind floor scrubber
- 1 Walk behind burnisher
- 1 Side-by-side Low Speed
- 1 Side-by-side High Speed
- 1 Wet/Dry Shop Vac (minimum 15-gallon)
- 1 Vacuum Cleaners (Upright and back pack)
- 1 Side-by-side Carpet Shampooer
- 4 Floor fans (per school)
- 1 Riding Scrubber (at high school and middle school only)
- 1 Riding Burnisher (at high school and middle school only)

Staffing

FLBOE will provide the minimum staffing level requirements for the district. Any bid that provides staffing levels below this minimum will automatically not be considered for an award. The successful contractor must provide a detailed staffing plan, which will contain a staffing level of how many Full Time Equivalent which equals one person working 2,080 hours

per year (FTE) employees, by location and area, they will be providing to perform the secretarial, custodial, maintenance, grounds and courier functions. Bidder shall provide and state the number of custodians and square footage each custodian will clean.

The proposed staffing plan must address coverage for all buildings in the School district and including an organization outline and chart, identifying the chain of command to be used in this contract. In the event that the District were to add additional square footage, and any additional costs will be negotiated between the District and the Contractor with full consideration being given to the level of service required by the District.

The successful contractor must include a description on the position of each employee and the responsibilities of each position. The Fort Lee Board of Education retains the right to approve/disapprove the Supervisor and all Personnel. The Board retains the right to maintain existing secretarial, custodial, maintenance, supervisory, grounds and management staff.

Employees

Recognizing the nature of the educational enterprise, the successful contractor will select staff of high ethical behavior who will work professionally and cordially with staff, students, parents and community members. The successful contractor will also provide continuity of personnel.

All personnel shall be able to communicate with clarity, coherence and understanding with all of the staff and visiting community members.

The successful contractor will conduct Fingerprinting and Criminal Background Checks via IdentoGO in accordance with N.J.S.A 18A:6-7 without expense to the Board and forward this information to the Buildings & Grounds Supervisor. The state approved background clearance must be submitted to the District prior to the Contractor's employee starting work. Any violation of this, by the contractor, will be considered a material breach to the contract. On-going the Contractor will provide a list of all filled and open positions (custodial, management, and administrative) on a form provided by the District - titled Employee Roster. The list will include the Employee Name, Assigned School, Shift, Position, Floater (Yes/No), Black Seal (Yes/No), Boiler ID Expiration Date, Date of Hire, Level of Background Check Completed, Training Performed, Hourly Wage Rate, Hours Worked Per Year, Annual Wages. The Employee Roster will be maintained by Contractor and all changes must be made within 24 hours of occurrence and the updated Employee Roster sent to the District and their designee. The Contractor will notify the school principal; Business Administrator and the contract monitor immediately (within 24 hours) of all job vacancies as well as communicate the status of all open positions. Contractor must also supply ID badges for all personnel. The Board reserves the right to inspect the records of any or all employees of the contractor at any time during the term of the contract with respect to same. Also, the contractor must comply with the District's pre-employment drug testing policy. The successful contractor will have the sole responsibility to compensate its employees including all applicable taxes, insurances and worker's compensation and will be solely responsible for any losses incurred by the District, resulting from dishonest, fraudulent or negligent acts on the part of its employees. All contractor employees will comply with all the rules of the District and the State of New Jersey.

All employees must use the districts Time Management System.

Successful bidder shall provide uniforms and shoes to the staff (custodial personnel). Successful bidder will ensure that the personnel wear said uniform during their shifts. Successful bidder will ensure that all personnel are provided enough uniforms so they are clean and neat in appearance on a daily basis. 2 Pants, 2 Shirts, Safety Shoes to be provided.

The contractor has the right as permitted by law to hire whoever is selected as best suited for its operations, provided that the existing staff employed by the Fort Lee Board of Education must be interviewed and given first right of refusal of the current job position.

Term of Contract

The contract will be for an initial term of 12 months, in accordance with N.J.S.A 18A:18A-42h, and will commence on July 1, 2022 after the official awarding of the bid by the Board of Education and is subject to renewal, at the unilateral option of the Board of Education, based upon satisfactory performance and in accordance with the same statute, for four (4) additional 12 month periods, at an agreed upon price that shall not exceed the change in the index rate for the twelve (12)

months preceding the most recently quarterly calculation available at the time the contract is renewed. Contract prices and terms are subjected to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

Nonperformance

If, in the opinion of the District, the successful contractor is not providing the level(s) of service(s) that is required to maintain the buildings and grounds to an acceptable level, the successful contractor shall provide additional labor, material and/or equipment to bring the services up to acceptable level, without any additional compensation for the life of their contract.

Termination Clause

The following language will be incorporated in the contract:

Termination for Cause: If either party fails to comply with any of the obligations required of it in this contract and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen days (15), the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of intention to terminate the contract.

Termination for Convenience: Any time after one (1) year of commencement of the contract, either party may terminate this Agreement upon giving One Hundred Twenty (120) days' prior written notice to the other party.

Affirmative Action

If awarded the contract, the successful contractor is required to comply with the requirements of P.L. 1975, c. 127 (NJAC 17:27) and the contract must include the language of Affirmative Action "Exhibit 'A'" (*see APPENDIX).

Agenda and Interpretations

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing, (facsimiles shall not be acceptable) to Ms. Haquisha Q. Taylor, Business Administrator/Board Secretary, Fort Lee Board of Education, 231 Main Street, 3rd Floor, Fort Lee, New Jersey 07024, and to be given consideration, must be received at least ten (10) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications, which if issued, will be distributed to all prospective bidders (at the respective address furnished for such purpose) not later than five (5) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any obligation or interpretation shall not relieve any bidder from any obligation under his bid submitted. All addenda if so issued by the District must become part of the contract document.

Preparation of Bid Proposal

Bid proposals must be submitted **ONLY** on the prescribed form. All blank spaces for bid prices must be typed.

Bid proposal envelopes shall be mailed or delivered to Ms. Haquisha Q. Taylor, Business Administrator/Board Secretary, Fort Lee Board of Education, 231 Main Street, 3rd Floor, Board Conference Room, Fort Lee, New Jersey 07024. Bids shall be plainly and clearly marked on the envelope "BID ON CUSTODIAL SERVICES." Please mark the envelope with the date of the bid proposal opening.

If the bid proposals envelopes are mailed or delivered by a delivery service, the outer mailing envelope shall be sealed and addressed to the Fort Lee Board of Education, 231 Main Street, 3rd Floor, Fort Lee, New Jersey 07024, and Attention: Ms. Haquisha Q. Taylor, Business Administrator/Board Secretary. (The Board of Education, however, assumes no responsibility for delivery).

Disclosure

All bidders are hereby notified that all corporations or partnerships, according to the provisions of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporations or partnership who own ten percent (10%) or more of its stock, of any class, or of all partners in the partnership who own ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholders or partners is itself a corporation or partnership, the stockholders holding

ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and address of every noncorporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria in this act, has been listed.

Insurance

During the progress of the bid work, the successful contractor is to assume all risk and to bear all loss occasioned through neglect or accident caused by his/her personnel. Each bidder/successful contractor must submit satisfactory proof that he/she maintains public liability property damage and workers compensation insurance on occurrence basis in the type and amounts as follows:

Public liability insurance with individual limit of \$20,000,000 and a total of \$20,000,000 for any one (1) accident.

Broad form property damage in the amount of \$20,000,000 each accident; \$20,000,000 aggregate.

Worker's Compensation Insurance of not less than statutory limits.

Automobile Liability in the amount of 10,000,000 CSL each accident: \$10,000,000 aggregate.

A certificate of insurance shall be submitted within ten (10) days upon notification of award of the contract.

The Fort Lee School District will be named as an additional insured.

The Contractor's insurance must be maintained until the final Certificate of Payment is issued.

The Contractor will attain such insurance from a carrier with an AM rating of A-VI or better.

Requirements for Eligibility

1. Bidder must: Be able to verify that they are currently providing or providing through a wholly owned subsidiary supportive management services and full-service operations in plant operations, maintenance, custodial and grounds for at least three (3) school districts in the state of New Jersey having a minimum of 500,000 square feet. In addition, bidders must currently provide in the state of New Jersey: custodial operations to a minimum of ten (10) school buildings, mechanical operations to public or private entities totaling a minimum of 500,000 square feet and grounds keeping services to a minimum of three (3) educational facilities. Attach list with names and contact numbers of each facility.
2. Must have a formalized in-service educational program for employees of the management company, including the necessary equipment to present the program. This must include audio-visual aids for use by the District.
3. Must have the line and staff support to provide an effective quality control program and make available technical and engineering support when required by the school district, Quality Control Inspections must be performed a minimum of once (1) each month.
4. Must have the research and development needed to keep aware of the changing technologies in plant operations and maintenance, custodial and grounds management.

Must provide specific areas where the contractor feels there can be cost avoidance in the management and maintenance of school buildings. The contractor is encouraged to propose policies, practices and ideas that will enhance the long-term efficiency of the management and maintenance of school buildings, decrease building operating costs or increase the life of buildings and building equipment. The contractor is encouraged to address changes in overall operational procedures, capital improvements, etc. in developing recommendations.

5. Must provide an organizational chart department operation for the school district.
6. Must be able to provide and specify the number of qualified and experienced on-site supervisor and employees (FTE's) who will be managed by the provided supervisor. The District has a Supervisor of Buildings and Grounds on its staff. There must also be a breakdown of full and part-time compliments of all FTE levels, qualifications and wage rates. Staffing shall be kept at a full level within each building at all times. The successful contractor shall have, at his

disposal a ready complement of fully qualified substitute employees, fingerprinted and District BOE approved, to be used whenever the required staffing levels cannot be met, due to absences, through floating positions or overtime.

7. Must provide full-time custodial staffing.
8. Must provide a computerized custodial management system on-site for personnel management, production, scheduling, financial management, project management and quality control.
9. Fort Lee Board of Education will provide and maintain SchoolDude, a computerized maintenance program that includes preventive maintenance, corrective maintenance/work order tracking, facility scheduling and energy tracking. This computerized maintenance program will include an on-site computer.
10. Routinely provide costs reports on preventive maintenance, corrective maintenance, labor usage, work order history and energy will be the responsibility of the District.
11. Must provide new equipment and supplies required for the custodial services in each building to the attached specifications. The equipment will not be privately labeled. All equipment must be maintained. All repairs must be completed within five (5) days of written notice by Buildings & Grounds Supervisor or district will repair at contractor's expense.
12. Must meet standards of local, state and federal requirements.
13. Must provide copy of the last annual financial statement of the corporation.
14. Must provide proof of adequate insurance coverage to protect interests of the contractor as well as the school district including workers' compensation coverage for employees of the contractor.
15. The successful contractor must provide all employees as specified in these specifications
16. It is important for the district to assess the operational capabilities and expertise of the contractor. The plan must cover the maintenance, grounds and custodial areas of the district's operations.
17. Any prospective bidder who has had a facilities contract (management or full service) with a New Jersey or neighboring state public school district terminated for performance reasons may be disqualified in accordance with the NJ Public Schools Contract Law. (N.J.S.A 18A:18A)
18. It is the contractor's responsibility under these specifications to ensure that the Shift Employees and Supervisor obtain all the necessary licenses, certifications and permits prior to assuming responsibility for any of the School Facilities covered by these specifications. In addition, one person at each school must possess a current Black Seal, Low-Pressure Boiler Operator License, without exception. The High School and the Middle School will each maintain two persons with Black Seal, Low-Pressure Boiler Operator License.

Definition of Maintenance Activities

The philosophy of the building maintenance program is as follows: These definitions are not all inclusive but simply state general terminology relating to each category of work.

1. Preventive Maintenance: Regularly scheduled maintenance on all mechanical systems within or on school property which is used for day to day operations. This type of maintenance includes, but is not limited to inspecting equipment functional operations, minor maintenance such as replacing or tightening belts, lubricating bearings and replacing filters.
2. Corrective Maintenance: The repairs to school real property that has deteriorated, broken, or worn out and cannot be used for its intended purpose. This includes minor maintenance on components of air-conditioning systems, heating systems, any structurally related items. The key is minor repairs: Major repairs to such systems as failed chillers, boilers, and roofs normally do not fall within the day to day responsibility and require Board approval and appropriation of funds to support repairs. It is essential that small maintenance problems be responded to quickly as they will become worse if left unattended.

3. Facility Improvement/Modernization: The major alteration of an existing system which changes its present configuration, installation or construction or additions to a facility or mechanical system, which completely revamp or replace major components of a facility. These are all high cost items which should be planned for and funded in each fiscal year's budget. However, action sometimes must be taken to eliminate a safety or health hazard and the only funds available are the maintenance funds. Extreme caution must be used when utilizing these funds so as not to jeopardize funds needed for the day to day operations. No more than five percent (5%) of productive hours should ever be obligated for this type of work requirement.
4. Facility Safety Maintenance Programs: To inspect or have inspected fire sprinkler, security and alarm systems by certified inspectors to ensure they are functionally operational. The inspection and annual certification of fire extinguishers also falls within this category. All efforts to repair these systems should be attempted by the maintenance department. Any system that is antiquated or has been abandoned in past years should be considered for replacement and funds appropriated through past board actions. Approximately five percent (5%) of productive hours should be used for this type of work requirement.
5. Capital Improvement: These funds have been appropriated through the use of special taxation or bond issues. Priorities should be established each school year for those large projects beyond normal school maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds require Board action.
6. Productive Hours: The hours which are used to maintain the buildings exclusive of sick, vacation, holiday or other negotiated time off.
7. Full Service: All employees are supplied by the successful contractor and are maintained on the successful contractor's payroll.

Specifications

Introduction

The successful contractor must provide administrative and technical direction for the supervision of the custodial functions throughout the Fort Lee Public School District. Such direction will include, but not be limited to, assistance in the planning, organizing, coordination, direction, training and controlling of the Fort Lee's Public School's District plant operations and custodial employees to ensure dependable performance of the District's heating, air-conditioning, refrigeration, mechanical, electrical and plumbing equipment and maintain the custodial functions in the building and grounds in a condition acceptable to the Fort Lee Public Schools; to control cost of labor and materials; implement energy conservation measures; and to maintain continuous availability of trained and experienced managers and technical support. The successful contractor will liaise with the school district's staff Buildings & Grounds Supervisor. The successful contractor will provide adequate supervision and support in order to ensure proper performance for a one (1) shift operation 3:00 pm to 11:30 p.m. (1/2 hour unpaid lunch), Monday through Friday with optional Saturday and Sunday shift 7:00 am to 11:00 pm at Fort Lee High School and 8:00 am to 4:00 pm at the Lewis F Cole Middle School on Saturdays only.

The Board's designee, Buildings & Grounds Supervisor, will also retain the right to request the successful contractor to replace the supervisor for whatever reason(s) the Board or its designee deem sufficient cause. Upon notice of such a written replacement request, the successful contractor will assign a new supervisor, subject to school Board or its designee's approval.

The Superintendent and/or the Business Administrator for the District will represent the Board in the administration of this contract.

The successful contractor will provide administration and technical direction in the supervision of the maintenance, custodial and grounds organization.

A. Professional Supervision

1. Make recommendations for the department's organizational structure on an ongoing basis. Any changes deemed necessary by the successful contractor or the District to keep the services up to an acceptable level will be provided at no additional compensation.
2. Direct the employees in a manner providing for effective coordination of skills, time, facilities, supplies, equipment and purchased services.

B. Safety and Compliance

1. Provide assistance to District with respect to the District policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, occupational safety and health codes and standards and the effective Life Safety Codes.
2. Submit written notification for any deficiencies correction within three (3) to six (6) months of the effective date of this Agreement and as deficiencies occur thereafter.
3. Make recommendations to produce safe maintenance practices.
4. Upon notification to the successful contractor of an incident, the successful contractor shall administer an incident reporting system to include investigation and evaluation of incidents.
5. Provide safety-related information, including Right-to-Know (Haz-Con) regulations, and presentations for new and continuing education of all supervised employees.
6. Provide, at the start and continue throughout this Agreement, maintain a reference library of pertinent documents and publications which deal with facets of safety to include all applicable building safety codes and standards.

C. Disaster Preparedness Plan

1. Assist the District in the preparation of an emergency disaster plan as follows:

- a. Assisting in the rehearsal as required and preparation of a written report on the effectiveness of the drill.
- 2. Assist the District in implementing its plan for preparing for and responding to a fire by:
 - a. Functioning as a liaison for engineering with fire authorities and other experts as required.
 - b. Designation and notification of maintenance/custodial personnel.
 - c. Staff instruction relative to the use of alarm systems and signals, fire equipment and methods of fire containment measures.
 - d. Staff instruction relative to the use of alarm systems and signals, fire equipment and methods of fire containment measures.
 - e. Staff instruction relative to location of water cutoffs, gas and electrical, sewer, etc.
 - f. Staff responsibilities in case of threat of explosion.
 - g. Posting of evacuation routes and procedures.
 - h. Assistance in the conduct of fire and evacuation drills.
 - i. A written report documenting the evaluation of drills and the corrective action recommended or taken for any deficiencies found.

D. Employee Direction and Development

- 1. Encourage and facilitate the well-being and development of all staff employees in the provision of leadership, programs and materials.
 - a. Provide personal leadership and clearly stated, comprehensive written instructions defining tasks and functions.
 - b. Provide and maintain a current, written organizational summary for intra and interdepartmental responsibilities and relationships. Include, but are not limited to organizational diagrams showing lines of communication, direction and reporting relationships.
 - c. Provide and maintain position descriptions for each member of the maintenance organization. Establish and conduct a program of individual performance review.
 - d. Provide and document employee orientation, in-service and formalized training.
 - e. Provide supervised self-study training materials in subject units applicable to appropriate occupational categories, qualifications and experience.
 - f. Hold monthly staff meetings with employees to discuss mission, training and current issues with documentation of specific training measures and topics undertaken.
- 2. Administer and direct the custodial employees and liaise with the District Buildings & Grounds Supervisor.
 - A. Establish and maintain personnel records in accordance with existing policies and procedures.
 - B. Maintain a written record of employee performance, qualifications and specialized training.
 - C. Maintain records and make reports a part of occupational safety and health programs.
 - D. Make recommendations concerning the maintenance personnel's organizational skills, number of hours and shifts.

E. Performance Review and Evaluation

1. Routine safety and material inspections will be made by the successful contractor.
2. A written monthly manager's report of maintenance activities and objectives for an energy conservation program will be provided by the District.
3. The successful contractor's management personnel will routinely conduct a site program status review and make a quarterly written review report. Such reports will be submitted to the Buildings & Grounds Supervisor.
4. The site supervisor will routinely meet the individual principals and the District Buildings & Grounds Supervisor and physically inspect the school buildings and grounds.
5. Each employee will have a performance appraisal within the first sixty (60) calendar days and then at least one (1) annual performance appraisal.
6. A monthly status report of uncompleted job orders will be provided to the Principals, Buildings & Grounds Supervisor and the Business Administrator.

F. Preventive Maintenance System

The Board of Education will provide the current version of SchoolDude maintenance management program. The program will provide for on-line tracking of maintenance activities, including the creation of both preventive maintenance and corrective work orders; for the addition and removal of equipment for inspection. Both the software and hardware for this system, as well as all the data compiled during the length of this contract, is the property of the District and the District or a succeeding contractor may use the system for continuation of operations.

It will also provide numerous reporting capabilities including:

- outstanding, scheduled and completed work order reports by category and by school
- equipment listings, both summary and detail
- equipment cost histories, and,
- employee and contractor listings.

J. Custodial Activities and Responsibilities

Recognizing the nature of educational enterprise, the successful contractor will select staff of high ethical behavior who will work professionally and cordially with staff, students, parents and community members.

Routine custodial activities will be undertaken by department staff personnel under the direction of the Buildings & Grounds Supervisor and applicable principal. These activities are those planned for the normal functioning of the department and are subject to modification by changed circumstances or on direction by the District. The following are typical activities of the custodian and head custodian.

When so directed, completes custodial duties at any location.

- a. Keeps records of work completed, materials used and time spent.
- b. Serves as helper on "trade" projects where assistance is required.
- c. Measures, cuts and installs glazing, glass or plastic in doors and windows.
- d. Sets up and takes down all material and equipment for all district activities and functions (graduations, picnics, etc.) and for all community activities and functions.
- e. Moves paper, books, instructional equipment and furniture between schools.
- f. Picks up and delivers non-stock items from local vendors on an immediate and as needed basis.
- g. Delivers bulk U.S. Mail, on an as needed basis to the Fort Lee Postal Facility.

- h. Picks up all recyclables from all facilities and delivers them to the central location at least once a week.
 - i. Receives stock, inventories and delivers all custodial, maintenance and grounds supplies on a daily basis.
 - j. Empties outside trash receptacles from around the building and athletic fields.
 - k. Daily, sets up, lines and provide benches and barricades on all athletic fields to include two (2) soccer fields, two (2) football fields for the fall sports and one (1) softball field, one (1) baseball field and all track events for the spring sports. Pick up of sports lasts through 6:30 p.m.
 - l. Weekly sets up and lines partial fields for the educational programs at the elementary schools.
 - m. Preseason - lays out fields and erects permanent structures.
1. Head Custodians – one (1) for each building
- a. Assists custodians assigned to their building in understanding their assigned work tasks.
 - b. Supervises the custodial staff.
 - c. Uses proper judgement so that no employee works in an unsafe or hazardous condition.
 - d. Assists in monitoring the effectiveness of the job performance of the custodian(s) assigned to their building.
 - e. Provides technical assistance to the Buildings & Grounds Supervisor for ordering supplies and equipment, and for recommending budget requests for custodial supplies and equipment needed for adequate operation of the school.
 - f. Assists the Principal and Buildings & Grounds Supervisor in developing a manual and checklist to be used by custodial staff in establishing specific daily, weekly and yearly tasks.
 - g. Arrange summer work schedule in concert with the Buildings & Grounds Supervisor.
 - h. Assists maintenance personnel in remodeling and renovation work.
 - i. Supervise and maintain the school grounds.
 - j. Requisition and receive supplies and equipment and maintain necessary inventory.
 - k. Supervise, on a regular schedule, all motors and other mechanical equipment requiring servicing.
 - l. Keeps and inventory of supplies, equipment and fuel on hand, and requisition such needed replacements far enough in advance so that materials will be delivered in such time not to hinder the custodians in their duties.
 - m. Supervise and ongoing program of general maintenance, upkeep and repair.
 - n. Conduct periodic inspections and tests of all electrical installations in the school to insure their safe conditions.
 - o. Complete all reasonable requests of the Principal.
 - p. Coordinate with the Principal and department supervisor all school and community day and night uses of the building.
 - q. Complete all additional duties of custodians as required.
 - r. Retrieve student's personal items from trash receptacles or dumpsters.
 - s. Respond to school from personal residence for fire and security alarms when buildings are unoccupied.
 - t. Inspects and cleans roofs and gutters.

2. Custodians and/or Cleaners

- a. Custodians shall follow a daily work schedule as prescribed by the head custodian with technical assistance from the department supervisor.
- b. Temporary deviations from the daily work schedule may be initiated by the building principal to meet the specific needs requiring other custodial services in order to conduct special programs, meet emergencies or for other just cause.
- c. Maintains all boilers and other major equipment according manufacture specifications.
- d. Maintain Boiler Log Book.
- e. Performs snow removal from steps and sidewalks and maintains all pedestrian areas "ice free".
- f. Participates in the general cleaning and maintenance of the building in accordance with the schedules for each.
- g. Assumes responsibility for the general security of the building.
- h. Assumes responsibility for the general fire safety of the building.
- i. Performs emergency repair or cleaning as necessary.
- j. Keeps the buildings and grounds, including sidewalks, driveways and play areas neat and clean at all times.
- k. Regulates heat, ventilation and air conditioning systems to provide temperatures appropriate to the season and to insure economic usage of fuel, water and electricity.
- l. Checks daily to ensure that all exit doors are closed and all panic devices are working properly during the hours of building occupancy.
- m. Makes such minor building repairs and painting.
- n. Reports major repairs promptly to the principal and department supervisor any damage to school property.
- o. Reports immediately to the principal, head custodian and department supervisor any damage to school property.
- p. Assumes responsibility for the closing of the building (Monday and Friday) and, when directed, opening and closing of the building (Saturday and Sunday at Fort Lee High School and Saturday only at Lewis F. Cole Middle School) before leaving, that all lights are turned off.
- q. Moves furniture or equipment within the building as required for various activities and as directed by the principal.
- r. Complies with the local laws and procedures for the storage and disposal of trash, rubbish and waste.
- s. Performs all other reasonable assignment given by the head custodian, principal or Buildings & Grounds Supervisor.

K. Custodial/Driver Activities

Recognizing the nature of the educational enterprise, the successful contractor will select staff of high ethical behavior who will work professionally and cordially with staff, students, parents and community members.

- a. Make a mail delivery to each building and the U.S. Post Office when necessary.
- b. Loads and unloads truck or van.
- c. Follows all state or local safety inspection rules and other procedures.

- d. Delivers vehicles to garage for periodic lubrication and maintenance and to New Jersey Motor Vehicle Inspection Station for required inspections.
- e. Maintains vehicles in clean condition.
- f. Shall perform custodial duties at locations as directed and as needed throughout work shift.
- g. Shall make late afternoon/evening deliveries to each Board of Education member's resident when necessary and additionally as needed at no cost to the Board of Education.

L. Administrative Specifications

Recognizing the nature of the educational enterprise, the successful contractor will select staff of high ethical behavior who will work professionally and cordially with staff, students, parents and community members.

The contractor will undertake all issues and duties pursuant to the attached specifications. Specific areas of responsibility are:

1. Supervision – The successful contractor will assume line management duties controlling direct labor activities including: hiring, evaluations, termination, task assignments, job description, scheduling, training, application of personnel policies and direct labor hour justification.
2. Financial Accountability – Aspects of financial control and budget compliance for the maintenance function will fall within the responsibilities of the successful contractor.
3. School Community Interaction – The successful contractor will undertake to initiate, develop and maintain sound and cordial working relationships with members of the School Board, city employees, city code officials, faculty, administration and staff throughout the District including: routine discourse as to facilities related issues, open solicitation of ideas, involvement in maintenance issues as appropriate and strong bilateral communication.
4. Preventive Maintenance and Corrective Work Order System – It will become the direct responsibility of the successful contractor to apply, develop and maintain the preventive maintenance and corrective work order systems, including the following specifics: assist in the inventory an start-up process, train the maintenance staff in the use of the systems, customize the work order instructions to the facility, draft work order procedures, frequently review system generated reports and activities and coordinate on-site systems application with corporate support groups.
5. Policies and Procedures – The contractor will assist the Buildings & Grounds Supervisor to create or augment, develop, publish and apply policies and procedures appropriate and necessary to the maintenance function including, but not limited to:

- Emergency Call-In List	- Assignments Accountability
- Work Order Procedures	- Time Accountability
- Preventive Maintenance Procedures	- Personnel & Safety Policies
6. Planning – The successful contractor will assist the District in generating fiscal, capital, administrative and project plans for the maintenance function as required to fully integrate the function in to the total facility plan.
7. Property Control – The successful contractor will assist the District in maintaining accountability for the use and maintenance of capital assets, parts, components, and inventories including: actions and/or recommendations as to equipment purchase and use, purchase and use, inspection and repairs, as well as control of parts and supplies.
8. Outside Contractors – The successful contractor will assist the Buildings & Grounds Supervisor as the contract person for outside contractors as directed by administration. This includes supporting specification preparation, bid solicitation, bid proposal evaluation, contractor selection, contract supervision, invoice review approval and contractor communication.
9. Reporting – The contractor will assist the Buildings & Grounds Supervisor to issue such monthly reports as will be deemed necessary to fully apprise administration of current and planned activities, budget compliance, personnel issues, equipment and facility status, energy consumption, as well as departmental problems and objectives.

10. Records – The successful contractor will assist the Buildings & Grounds Supervisor to initiate, compile and maintain records and files necessary for the smooth and optimal functioning of the maintenance department, such as:

<ul style="list-style-type: none"> - Time Sheets - Preventive Maintenance - Safety - Equipment - Utility Bills - Inventory Control - Budgets - Security - Vehicles 	<ul style="list-style-type: none"> - Work orders - Code Compliance - Fire Alarms - Energy Conservation - Contractors - Reports - Planning - Personnel - Building Improvements
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11. Code Compliance – The successful contractor will assist the Buildings & Grounds Supervisor to research, review, apply and make recommendations concerning compliance with local, state and national codes, statutes and ordinances.
12. Safety and Security – The successful contractor will assist and support the District by providing a safely maintained and functionally secure facility to include:
 - Maintenance of all facility doors, windows and means of fire egress.
 - Routine review of normal and emergency power supply.
 - Steps taken to proactively identify safety issues and to resolve them with means appropriate to the potential hazard.
 - Recommendations to administration concerning safety/security issues.
 - Maintenance of facility equipment and structure to affect a safe environment to include, but not limited to, fire alarm system, fire extinguishers, emergency lighting, EXIT signs and emergency power systems.
13. Assist with Coordinate community and school usage of school facilities and grounds.
14. Assist the District administrators with the selection, purchase, care and disposal of all movable non-instructional property (includes classroom furniture) and ensure uniformity of this property throughout the district.
15. Monitor supply usage and work cooperatively with the business office in ordering supplies.
16. Oversee the performance of services associated with the operation of the District during emergencies and foul weather. The successful contractor is to be at school sites within thirty (30) minutes of notification. Failure to provide District with personnel will result in back-charge to contractor.
17. The successful contractor must have the ability to read and understand the architect/builder construction documents to include specifications and blue prints.
18. The successful contractor must provide at the start of this Agreement and must maintain for the District and must have a working knowledge of any current and on-going information, certificates, registrations, licenses, and other documents pertaining to all aspects of the following:
 - a. AHERA regulations
 - b. New Jersey Underground Storage Tank regulations
 - c. New Jersey Worker and Community Right to Know
 - d. OSHA's Control of Hazardous Energy
 - e. OSHA/PEOSHA
 - f. State of New Jersey Uniform Construction Code
 - g. B.O.C.A. – Building Code
 - h. B.O.C.A. – Mechanical Code
 - i. National Standard Plumbing Code
 - j. National Electrical Code
 - k. Certified Pool Operator

- l. Boiler Operator Licenses
- m. Elevator Safety Program, Inspection and Certificate
- n. Indoor Air Quality
- o. N.J.A.C. Title VI
- p. Federal and/or New Jersey Affirmative Action
- q. New Jersey Statutes Title 18A
- r. New Jersey Safe Drinking Water Act
- s. Occupational Exposure to Bloodborne Pathogens
- t. Americans Disabilities Act
- u. Clean Air Act, 1990
- v. Refrigerant Recycling Rule
- w. New Jersey Civil Rights Compliance
- x. New Jersey Operation Plan
- y. Hazardous Waste Disposal
- z. Lead Contamination Control Act
- aa. New Jersey Recreation Bathing Regulations
- bb. Medical Waste Regulations
- cc. EPA's PCB Regulations
- dd. New Jersey's Prevailing Wage Laws
- ee. New Jersey DEP's Radon Regulations
- ff. Bergen County Recycling Plan
- gg. Integrated Pest Management (I.P.M)
- hh. Provide copies of certification of "all trainings" for each individual

M. Custodial Duties

The performance of this contract will include the following custodial duties (see Exhibit #1).

The management and supervision of the cleaning/custodial functions for the Fort Lee Public Schools are:

1. Provide a computerized custodial management system for personnel management, production scheduling, financial management, project management and quality control. Provide the District with weekly quality assurance inspection report on cleaning quality.
2. Provide all management and technical personnel on the successful contractor's payroll and may be required to efficiently accomplish the services required.
3. The successful contractor will provide a list of all equipment to be used at the District. Additional equipment will be new and of a name brand, not privately labeled. This list will include a description of equipment with make and model number.

O. Right to Know

All items which contain chemicals must comply with the New Jersey Right to Know (Haz-Con) statute. Manufacturer Safety Data Sheets, Hazardous Substance Fact Sheets and labels are required with every item and every delivery. If Manufacturer Safety Data Sheets and labels are not received, the order will not be accepted. Products containing chemicals must be labeled in accordance with the Right to Know Law and hazardous Communications Standards Act. Failure to adhere to this requirement shall result in refusal to accept shipment and the return, or labeling of all items will be at the contractor's expense. Contractor shall remedy any such situation with 72 hours written notice.

P. AHERA Standards

The Fort Lee Board of Education has an Asbestos Management Program in place which prohibits the use of ACM in its buildings. The successful bidder's representatives must sign in each facility and familiarize themselves with the AHERA plan. The successful bidder is responsible to check the Fort Lee Board of Education's plans and consult the Fort Lee Board of Education's Buildings & Grounds Supervisor prior to beginning any work on materials suspected, likely or possibly containing asbestos.

Q. Transfer or Assignment

The Contract may not be sub contracted, transferred or assigned by the successful bidder in whole or in part without the prior written consent of the Fort Lee Board of Education.

R. Work Area: Protection of Work and Property

The successful bidder shall keep the work area clean of debris and refuse at all times. No hazardous conditions may be allowed to exist. Where safety is an issue, the Fort Lee Board of Education requires that potential hazards be reported immediately to the Buildings & Grounds Supervisor. The Fort Lee Board of Education reserves the right to require the contractor to "rope off" sections and or post notices, etc., to protect persons from harm in the area in which work is occurring. The Fort Lee Board of Education retains the right to stop work at any time due to unsafe working conditions. The Fort Lee Board of Education shall not be responsible for any delay costs associated with stopping work as a result of unsafe working conditions. It is presumed that the contractor shall be liable for unsafe conditions if they do not secure the area and report such unsafe condition immediately to the Fort Lee Board of Education.

S. Interaction with Students and Staff

No social dialogue, contact, verbal, written or otherwise, may be engaged in with students and staff. The successful bidder's employees will sign in at the Custodian's Office each time they enter the building. The successful bidders' employees will wear the district 'visitor' or other district sanctioned badge for the entire time of the visit. The successful bidder's employees shall sign out at the Custodian's office upon leaving the building. Neither the successful bidder nor its employees shall have "after hours" social contact (communication) with students or staff.

T. Smoking

The Fort Lee Board of Education is required to enforce regulations to prohibit smoking in district buildings or on school grounds. The federal GOALS 2000 legislation enhances State smoking prohibitions with a penalty of \$1,000.00 a day for violators of these prohibitions.

U. Drugs and Alcoholic Beverages

It is strictly understood that the successful bidder and any of the employees of the successful bidder shall not bring upon the Fort Lee Board of Education's premises any drugs and/or alcoholic beverages for consumption, sale or gifts at any time or for any use in any manor whatsoever. A penalty of \$500 per occurrence will be assessed and deducted from the monthly invoice with possible criminal prosecution.

V. Performance Specifications

The Fort Lee Board of Education will provide all cleaning solutions, paper products, trash bags and other consumable supplies for use by the contractor. The successful bidder shall provide managerial expertise and adequate staffing to efficiently and effectively clean the building and serve the Fort Lee Board of Education's needs. The Fort Lee Board of Education shall furnish tools and cleaning supplies. Tools shall include but not be limited to, brooms, mops, buckets, carts, vacuums, extractors, scrubbers and cleaning solutions. Fort Lee Board of Education agrees to allow contractor use of district's burnisher, vacuums, carpet extractors and auto-scrubbers.

W. Successful Bidder's Staffing

The successful bidder shall provide a list of personnel to be utilized at the Fort Lee Board of Education a minimum of 15 days prior to the start date of the contract. Included with this information, the successful bidder will provide personnel files with the following enclosed:

1. State or Government issued photo ID
2. Social Security Number
3. Employment Eligibility Verification Form I-9
4. Negative Mantoux Test or approved medical clearance

5. State of New Jersey Department of Education Criminal History Background Check clearance letter shall be submitted for all staff **BEFORE** they can be deployed for work in the district.
6. New Jersey Boiler Operator's License

Contractor's Management will use a checklist for inspection that includes at a minimum:

- Classrooms
- Bathrooms
- Kitchen
- Boiler Room
- Gymnasium

The successful bidder shall advise the Fort Lee Board of Education in writing of any personnel changes immediately upon becoming aware of such changes and shall provide a personnel file for all replacement workers prior to their start date with the Fort Lee Board of Education.

The successful bidder shall provide to the Fort Lee Board of Education an approved list of substitute custodial staff that will be utilized in case of absences or additional staffing requirements. They shall meet all the requirements of the above referenced paragraph. The approved list of substitutes must be fingerprinted.

When snow and/or ice is forecast, the successful bidder's employees' work schedules may be altered to address removing the snow and ice before school begins.

If the successful bidder determines that cleaning cannot be completed during normal required working hours and needs to be done during off shift hours, they shall inform the Custodial Supervisor and/or the Buildings & Grounds Supervisor. This work will be performed at no additional cost to the district.

Prior to summer cleaning, the successful bidder's supervisor shall consult with the Custodial Supervisor and the Building & Grounds Supervisor who will determine the need and/or areas that require priority cleaning.

If school is closed because of the weather, the successful bidder is required to staff the building as soon as the staff can safely arrive. If a general or local State of emergency is declared by an official governing authority, the bidder will be advised by the Custodial Supervisor and/or Buildings & Grounds Supervisor as to when the successful bidder's staff should report to work. The district shall not be charged for days when the school is closed. The district will be credited the per diem contract rate. Likewise, added school days shall be charged at the per diem contract rate.

The boiler operators shall follow all applicable rules and regulations for proper and safe operations of boilers. The boiler operators shall perform all boiler recordkeeping as required by the Fort Lee Board of Education. It is recommended that all boilers be checked a minimum of three (3) times per shift or as regulated by State code or regulation.

The successful bidder must utilize, in their employment at each location in the Fort Lee Board of Education, experienced and trained personnel including one qualified staff member (two each at the high school and middle school), per building, per shift, who possess a valid New Jersey Low Pressure Black Seal Boiler Operator's License and are also in possession of all inclusively required governmental licenses, certificates, seals, etc., as applicable. Contractor must post a valid license in each school and copy must be given to Buildings & Grounds Supervisor.

An employee with a valid New Jersey Low Pressure Black Seal Boiler Operator's License must be in attendance at all times when boilers are operating for heating and/or hot water, and when the building is open for staff, students or public. All valid New Jersey Low Pressure Black Seal Boiler Operators Licenses shall be posted in the boiler room in a glass picture frame as required by code and copy provided to the Buildings & Grounds Supervisor. A violation of this clause will result in a \$250 penalty for each occurrence and will be deducted from the monthly invoice. All boilers shall be operated in accordance with N.J.A.C. 12:90 and all subsequent revisions, amendments and other applicable standards, regulations and laws. All boiler operation checks and repairs must be logged in accordance with all applicable statutes. Any State fines created by lack of coverage will be charged to the successful bidder.

X. Employee Absences and Penalties

The successful bidder must anticipate employee absences and provide the Fort Lee Board of Education with an adequate back-up plan for loss of work time associated with terminations, sick time and vacation. It is the expectation of the Fort Lee

Board of Education that a full shift, as expressed in the bid specifications, will be maintained. Therefore, an adequate supply of substitutes or coverage must be kept in order to ensure full coverage during the school year. Any time the successful bidder does not provide full minimum staffing during the life of the contract, the Fort Lee Board of Education has the option to penalize the successful bidder. The calculation shall be confirmed by reviewing detailed payroll reports, which must be provided by the successful bidder on a monthly basis. The Fort Lee Board of Education may assess a penalty of \$125 per employee, per day, for less than full minimum staffing. All penalties shall be deducted from the contract amount due upon written notification to the successful bidder for any day(s) that the minimum staffing levels have not been met.

The successful bidder will be required to immediately notify the Custodial Supervisor and the Buildings & Grounds Supervisor if there is a shortage of minimum shift workers as soon as the shortage becomes apparent. The successful bidder shall take all the necessary steps to provide minimum staffing prior to reporting on premises.

Y. Staffing Discharge

The Fort Lee Board of Education or its authorized representative shall have the right to discharge an employee of the successful bidder from working in the District. Such demand will be provided in writing to the successful bidder. Successful bidder shall replace said person without lapse of service to the district. Actual discharge as an employee of the successful bidder shall be the sole responsibility of the successful bidder as long as that refusal does not violate any federal and State laws.

Z. Risk, Blame, Etc.

During the progress of the contract work, the successful bidder is to assume all risk and to bear all loss occasioned through neglect or accident caused by its personnel. Any and all costs incurred due to Fort Lee Board of Education equipment damaged by the negligence of the successful bidder's staff will be deducted from the successful bidder's monthly invoice.

AA. Time Card

Employees of the successful bidder must use our Time Management System (Veritime). Fort Lee Board of Education will provide ID cards. Bidder's employees must pay seven dollars (\$7) to replace lost/stolen/misplaced cards.

BB. Communications

The successful bidder shall establish and keep operative a cellular telephone service between their shift supervisor and the building's Head Custodian or district Custodial Supervisor and Buildings & Grounds Supervisor. Such communication method must be operative while staff, students, outside users of the facilities or the successful bidder's custodial staff occupies the building, the purpose being, ready communication when alarm systems are activated either knowingly or unknowingly.

The Fort Lee Board of Education must be notified of any change in method of communication or change of numbers immediately prior to commencement. The successful bidder shall follow-up in writing. The successful bidder shall also establish with the Fort Lee Board of Education an appropriate method of communication/notification for EMERGENCY situations (answering machines unacceptable). The successful bidder shall establish such communication methods prior to the first day of the contract and maintain it until completion of the contract.

The successful bidder shall maintain an email account for its corporate officers and all supervisors and for the lead person's working in and assigned to the Fort Lee Board of Education.

Contractors shall use the district's online training system, GCN, for the following required trainings. There shall be NO COST to the contractor. The district will retain all training records. If translation services are required, contractor will provide them. The following trainings shall take place on contractor's own time:

- Hazardous Communications Standards (Right to Know)
- Sexual Harassment
- IPM
- Anti-bullying
- Asbestos Awareness
- Ladder Safety

- Personal Protective Equipment
- Slip and Fall Prevention
- Emergency response training on the district's plan
- Blood Borne Pathogens Training

CC. Security

The successful bidder will be held accountable for security breaches that are caused by improper securing of the building, i.e., open windows, unlocked doors and charges for alarm calls due to the above.

It will be the successful bidder's responsibility to reimburse the Fort Lee Board of Education at the hourly rate of the responding Fort Lee Board of Education's personnel (either overtime at time and a half or double time) for each event that the district must respond after hours for successful bidder's failure to secure the building properly. The successful bidder will also be held responsible for all damages caused by any security breach.

The successful bidder will be responsible for all costs of lost or missing keys, including keys from the key box. The cost of replacement keys and any security services pertaining to lost keys will be "back charged" and deducted from the successful bidder's monthly invoice.

FORT LEE PUBLIC SCHOOLS

Exhibit 1

Specification Schedules Attached

Specification A:	Daily Cleaning Schedule
Specification B:	Weekly Cleaning Schedule
Specification C:	Project Christmas, Winter, Spring, and Summer Cleaning
Specification D:	Miscellaneous Responsibilities
Specification E:	Minor Corrective Maintenance
Specification F:	Work Excluded from Service
Specification G:	Miscellaneous Requirements (please note information on page 6 under "Capital Equipment provided")

*Specifications include but are not limited to the duties described in Specifications A-G. These activities are those planned for the normal functioning of the department and are subject to modification by changed circumstances or on direction by the District.

FORT LEE PUBLIC SCHOOLS

Exhibit 2

Minimum District Staffing*

(Please note that this is only the minimum requirements – contractor is to supply required personnel to perform all tasks and duties as specified in the specifications and contract).

<u>Custodians</u>	27.5 Custodial personnel (to include one custodian in charge with Black Seal License at each school building)
<u>Supervisor</u>	1 Supervisor

Minimum Custodial Staffing Requirements***by School and Shift (Monday through Friday)

Description	Minimum Custodians Required
Monday - Friday Shift (3:00pm – 11:00pm)	
Fort Lee High School	7
Lewis F. Cole Middle School	4
Lewis F. Cole Intermediate School	5
School #1	3
School #2	3
School #3	2
School #4	3
Central Office	.50
Saturday Shift (optional)	
Fort Lee High School (7:00 am – 3:00 pm) and (3:00 pm – 11:00 pm)	1 As Needed on Overtime Basis
Lewis F. Cole Middle School (8:00am – 4:00 pm)	1 As Needed on Overtime Basis
Sunday Shift (optional)	
Fort Lee High School (7:00 am – 3:00 pm) and (3:00 pm – 11:00 pm)	1 As Needed on Overtime Basis

FORT LEE PUBLIC SCHOOL

Exhibit 3

HOLIDAY/VACATION SCHEDULE

HOLIDAYS:

LABOR DAY

PRESIDENTIAL ELECTION DAY

THANKSGIVING DAY AND DAY AFTER THANKSGIVING

CHRISTMAS EVE AND CHRISTMAS DAY

NEW YEARS EVE AND NEW YEAR'S DAY

MARTIN LUTHER KING JR. BIRTHDAY

PRESIDENTS DAY

GOOD FRIDAY

MEMORIAL DAY

4TH OF JULY

1 FLOATING HOLIDAY (Any Holiday when children are not present – requires pre-approval by Manager)

Subject to change based upon board approved school district calendar.

Holidays are the calendar day and not the observed day if falling on a Saturday or Sunday.

FORT LEE PUBLIC SCHOOLS

Specification A

Daily Cleaning

(September – June)

1. Classrooms, Laboratories, Libraries, Auditorium, and Shop Areas

- a. Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners when soiled.
- b. Spot-clean glass in doors and partitions and inside of windows to remove smudges.
- c. Empty pencil sharpeners.
- d. Spot-clean walls, doors and ledges.
- e. Completely vacuum carpeted areas, moving and rearranging furniture.
- f. Dust mop smooth floors. Sweep rough wood or concrete floors.
- g. Thoroughly mop smooth flooring surfaces with a mild sanitizing solution.
- h. Clean and disinfect sinks and drinking fountains and replenish paper towels and soap.
- i. Spot clean carpets.
- j. Rearrange furniture.
- k. Dust window sills and ledges.
- l. Clean doorknobs, push plates and kick plates.
- m. Clean and damp wipe chalk boards and trays.
- n. Wipe students' desk and chairs.
- o. Dust and spot clean door, door frames and light switches.
- p. Dust teacher's desk and work areas.
- q. Clean up after any student's unsanitary personal accident, both inside and outside of the building.
- r. Clean up gum from all surfaces.
- s. Covid cleaning protocols should be adhered to.

2. Rest Rooms

- a. Thoroughly sanitize rest rooms after school each evening, and police as necessary.
- b. Remove trash to a collection point.
- c. Refill paper towel, soap, sanitary napkin and toilet paper containers.

- d. Sweep and sanitize floors and disinfect plumbing fixtures, including all basins, bowls and urinals, inside and outside, shower nozzles and lavatory and shower faucets.
 - e. Polish mirrors and bright work.
 - f. Damp wipe vertical surfaces and partitions with disinfectant.
 - g. Spot clean walls.
 - h. Clean shower area, removing body oil and soap film build-up, sanitize all surfaces and clean water drains of debris.
 - i. Clean soap dishes.
 - j. Remove graffiti.
 - k. Check to be sure plumbing is operational; that there are no stoppages or leaks.
 - l. Clean doorknobs, push plates and kick plates.
 - m. Check ceilings for cobwebs.
 - n. Dust ledges, vents, partitions and light fixtures above sinks.
 - o. Dust and spot clean door, doorframes and light switches.
 - p. Machine scrub rest room floor with a mild sanitizing disinfectant as needed.
 - q. Clean up gum from all surfaces.
3. Offices, Lounges, and Conference Rooms
- a. Empty waste receptacle and damp wipe them to remove soil.
 - b. Dust clear areas of furniture tops, shelves, sills and ledges.
 - c. Clean glass in doors and partitions and wipe dry.
 - d. Clean and dry sinks or other rest room fixtures in offices in accordance with the rest room cleaning procedures.
 - e. Dust mop smooth surface floors with a dust mop. Sweep wooden or concrete floors.
 - f. Damp mop all areas which have ceramic, terrazzo or resilient tile floors.
 - g. Vacuum clean the entire carpeted area, moving all furniture.
 - h. Rearrange furniture.
 - i. Clean doorknobs, push plates and kick plates.
 - j. Check ceilings for cobwebs.
 - k. Dust and spot clean door, doorframes and light switches.
 - l. Clean up gum from all surfaces.

4. Nurses Area and Athletic Trainers Office

- a. Empty all trash containers, damp wipe with sanitizing disinfect and replace liners.
- b. Damp wipe all tables, chairs, counters and cupboards with sanitizing disinfectant.
- c. Dust and spot clean all sills and ledges.
- d. Dust and spot clean doors, door frames and light switches.
- e. Clean and sanitize all sinks and drinking fountains.
- f. Polish all chrome.
- g. Dust mop and damp mop with sanitizing solution all floors.
- h. Clean up gum from all surfaces.

5. Entrances, Lobbies and Hallways

- a. Empty waste from waste receptacles. Damp-wipe soiled waste receptacles. Replace plastic liners when soiled.
- b. Clean smudges and soil from glass in partitions and doors.
- c. Vacuum any carpets or mats and check carpets for spot-cleaning.
- d. Dust mop floors.
- e. Completely damp mop ceramic, terrazzo and resilient tile floors.
- f. Clean and sanitize water fountains.
- g. Dust and spot clean smudges on walls, door facings, doors and light switches.
- h. Clean entryway and entryway glass.
- i. Dust window sills, ledges and furniture tops.
- j. Clean doorknobs, push plates and kick plates on doors.
- k. Check ceiling for cobwebs.
- l. Wipe baseboards.
- m. Clean up gum from all surfaces.

6. Cafeterias, Lunchrooms

During School and After Each Lunch Period (if scheduled)

- a. Sweep and spot mop spills and major pieces of litter from the floor
- b. Monitor student waste disposal on a continual basis at the waste receptacle.
- c. Empty waste from waste receptacles as needed and replace liner.
- d. Clean and disinfect table and chairs as needed.
- e. Set up and take down before and after lunch and before and after activities during inclement in weather.

- f. Pick up trash and debris in outside courtyard.

After School

- a. Sweep and damp mop floors daily.
- b. Scrub spots where soil is heavy.
- c. Spot clean walls, ceilings and arrange furniture.
- d. Clean glass partitions and doors.
- e. Damp wipe table tops and chairs with a mild germicidal disinfectant.
- f. Vacuum carpeted areas thoroughly.
- g. Clean and sanitize drinking fountains.
- h. Clean doorknobs, push plates and kick plates.
- i. Dust and spot clean sills and ledges.
- j. Dust and spot clean doors, door frames and light switches.
- k. Lean up gum from all surfaces.
- l. Empty trash receptacles, wash and replace liners.

7. Kitchens

- a. Bring in milk and bread.
- b. Empty and sanitize all waste containers and replace liners.
- c. Remove cardboard.
- d. Clean office and rest room.
- e. Empty and clean waste receptacles.
- f. Damp clean benches and furniture.
- g. Spot-clean walls, furniture and lockers.
- h. Clean the doorknobs, push plates and kick plates.
- i. Dust and spot clean doors, door frames and light switches.
- j. Clean up gum from all surfaces.
- k. Mop floors with disinfectant.

8. Gyms

- m. Dust and spot mop floor daily. (Additionally, after each activity)
- n. Pick up loose trash.
- o. Set up and take down bleachers as required for daily/weekly large group instruction.

- p. Clean under bleachers as needed.
 - q. Clean up gum from all surfaces.
9. Showers
- a. Remove pieces of soap and other foreign matter.
 - b. Wet mop floors with germicidal solution.
 - c. Wipe down walls with germicidal solution.
 - d. Clean up gum from all surfaces.
 - e. Wipe down chrome.
10. Stairways
- a. spot clean walls
 - b. Spot mop treads which are heavily soiled.
 - c. Vacuum entire carpets and spot clean as necessary.
 - d. Damp clean with disinfectant handrails and window ledges and sills.
 - e. Dust and spot clean door, door frames and light switches.
 - f. Clean doorknobs, push plates and kick plates.
 - g. Clean up gum from all surfaces.
 - h. Clean windows (reachable interior windows)
11. Daily Indoor Policing
- a. Entrances, Lobbies, Halls, and Other Public Areas:
 - 1. Sweep outside steps or nearby sidewalk (up to 15 ft from entrance) to keep soil away from door.
 - 2. Keep matting and runners clean and dry at entrance. Use vacuum, if necessary. Spot-mop these areas to remove tracked-in-water or soil.
 - 3. Keep waste receptacles emptied as required.
 - 4. Pick up any items that have been dropped on floors.
 - 5. Clean any spillage or spoiled spots on floors with a mop. Spot-clean spills on carpets.
 - 6. Keep all paper product dispensers filled.
 - 7. Clean up gum from all surfaces.
 - b. Rest Rooms
 - 1. Empty rest room trash receptacles.
 - 2. Check and refill dispensers.
 - 3. Spot-clean soiled basins, toilet seats or any other fixtures or partitions.

4. Clean up gum from all surfaces.

12. Daily Outside Policing

- a. Empty waste receptacles and replace plastic liners.
- b. Keep walkway clear of debris.
- c. Remove obvious debris from grounds, athletic areas, playground areas, and parking areas.
- d. Remove snow from steps and sidewalks as needed as determined by Buildings & Ground Supervisor.
- e. Clean up gum from all surfaces.

PLEASE NOTE: All safety procedures such as caution signs, ventilation and lock and tag out of equipment procedures are to be followed when the type of work requires such.

Specification B

Weekly Cleaning

1. Classrooms, Laboratories, Libraries, Auditorium and Shop Areas

- a. Disinfect student desks and chairs.
- b. Damp mop floors.
- c. Dust window ledges, sills, displays and decorations. Dust horizontal furniture surfaces, inspect student desk tops and spot-clean them to remove heavy soil, heavy markings of graffiti.
- d. Dust vertical furniture surfaces, wall vents, and vertical wall trim.
- e. High dusting.
- f. Dry dust venetian blinds monthly.
- g. Dust and spot clean library bookshelves.
- h. Clean and dust mop stage. Wet mop as needed.

In areas which have terrazzo or resilient tile floors which are coated with floor finish or floor wax, buff the floors. Dust mop the floor after buffing as needed. If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

Three Times a Week

2. Rest Rooms

- a. Remove mineral deposits.
- b. Clean doorknobs, push plates, kick plates.

- c. Check ceilings for cobwebs.
 - d. Dust ledges, vents, partitions, and light fixtures above sinks.
 - e. Clean, wipe and disinfect all surfaces.
3. Offices, Lounges and Conference Rooms
- a. Dust vertical furniture surfaces, wall vents and vertical wall trim.
 - b. Dry dust venetian blinds monthly.
 - c. Polish furniture.
 - d. Spray buff smooth floor surface traffic patterns twice every week. Spray buff entire floor area monthly.
 - e. Clean telephones with a mild sanitizing disinfectant.
4. Nurses Area
- a. Dust vertical furniture surfaces, wall vents and vertical wall trim.
 - b. Polish furniture.
 - c. Dry dust venetian blinds monthly.
5. Entrances, Lobbies and Hallways
- a. Dust vertical furniture surfaces, wall vents and vertical wall trim.
 - b. Clean brass trim.
 - c. Shampoo carpeted areas monthly or on a more frequent basis in heavy traffic areas.
 - d. Dry dust venetian blinds monthly.
 - e. Clean telephones with a mild sanitizing disinfectant.
 - f. Buff entire floor area a minimum of two times a week and on an as needed basis.
 - g. Scrub and refinish entire floor area once a month.
 - h. Remove entrance mats and sweep out mat depressions.
 - i. High school – mow grass in courtyards and “weed wack” court yards.
6. Cafeterias, Lunchrooms
- a. Damp wipe vertical surfaces within 6 feet of ground level with a mild sanitizing disinfectant.
 - b. Spray buff resilient flooring surfaces which are coated with floor finish or wax.
 - c. Vacuum upholstered furniture.
 - d. Clean doorknobs, push plates, and kick-plates.
 - e. High school – Clean interior and exterior windows of “cafeteria” courtyard.

7. Locker Rooms, Dressing Areas and Gyms
 - a. Thoroughly mop under moveable gym seats (monthly).
 - b. Thoroughly vacuum floor areas
 - c. Clean shower heads, handles and other washroom hardware using a mild germicidal disinfectant.
 - d. Thoroughly damp wipe vertical wall locker surfaces within 6 feet of floor level with a germicidal disinfectant.
 - e. Remove cobwebs.
 - f. Clean doorknobs, push plates, and kick plates.
 - g. Clean under bleachers.
8. Stairways
 - a. Dust mop.
 - b. Completely damp mop treads.
 - c. Wash handrails.
 - d. Wash stair rises monthly to remove soil, scuffs and shoe marks (monthly).
 - e. Clean all interior windows as needed.
9. Minimal Service Areas
 - a. Remove trash and debris, monthly.
 - b. Sweep hard surfaces floor areas, monthly.
10. Outside Policing
 - a. Remove cobwebs and debris from overhangs and walls
11. Supplies
 - a. Deliver throughout the district all supplies and equipment, as requested, from the central maintenance facility location.
12. An effective floor refinishing program will be performed by applying chemically tested floor finishes to all major corridors and classrooms. This program will take into consideration the traffic patterns, function and usage volume for each of the schools in order to keep the floor shining and “wet looking” all the time.

PLEASE NOTE: All safety procedures such as caution signs, ventilation and lock and tag out of equipment procedures are to be followed when the type of work requires such.

FORT LEE PUBLIC SCHOOLS

Specification C

Annual & Semi-Annual Project Cleaning (Holiday/Spring/Summer)

Project cleaning will be scheduled at least once per year, and additionally on an as needed basis, as follows:

1. Waxed floors shall be stripped, sealed, waxed and buffed. Multipurpose rooms shall be scrubbed twice a year.
2. Carpets shall be shampooed twice a year.
3. Vacuum, shampoo and/or polish furniture. Spot clean as needed during the year.
4. Scrub walls, locker exteriors and waste receptacles. Spot clean as needed during the year.
5. Clean out and wash locker exteriors.
6. Wash venetian blinds.
7. Wash interior/exterior windows annually. Spot clean as needed during the year (must be performed by September 1).
8. Clean and wash lighting and mechanical diffusers.
9. Change combinations of all lockers (as needed).
10. Scrub and refinish all kitchen floors.
11. Wash all vertical surfaces.
12. Wash and disinfect all refrigerators, tables, stoves, hoods and other kitchen equipment.
13. Clean all kitchen hoods and exhaust ducts.
14. Dust ceilings.
15. Remove all gum and wash and disinfect all furniture, top and bottom. Wax desk tops.
16. Scrub all wall bases to removed scuff marks and wax.
17. Receive and store all paper and other yearly supplies.
18. Clean art room clay traps.
19. Clean gym bleachers and vacuum and clean underneath bleachers.
20. Clean all unit ventilators and clean or replace filters and lubricate motors on an as needed basis.

PLEASE NOTE: All safety procedures such as caution signs, ventilation and lock and tag out of equipment procedures are to be followed when the type of work requires such.

FORT LEE PUBLIC SCHOOLS

Specification D

Miscellaneous Custodial Responsibilities

It is to be understood that, in each school, the custodians (particularly on the day shift) are there to support the school principal and staff. As such, unscheduled needs will arise from time to time, and need to be met by the custodial staff.

- a. Opening of facility on weekends only.
- b. Morning check of functional integrity of the building hot water, heat, leaks, etc. (except in schools that have an assigned school maintenance technician) on weekends only.
- c. Furniture moving.
- d. Light bulb changing.
- e. Set-ups for school meetings and graduations (both planned and unplanned).
- f. Set-ups for community meetings and graduations (both planned and unplanned).
- g. Post class scheduled activity cleanups.
- h. Assisting in receiving and distribution of office, student and custodial bulk supplies.
- i. Incidental graffiti removable inside and outside of the building.
- j. Reporting observed safety hazards and completing monthly safety report.
- k. Snow removal from the walkways and steps.
- l. Set-up and be available for public elections.
- m. Monitor (security) and provide assistance to visitors to the school.
- n. Monitor (security) and supervise unattended students.
- o. Other duties as assigned by principal, head custodian, and/or supervisor.
- p. Delivers and redistributes classroom instructional equipment between spaces.
- q. Moves furniture outside for various school and community activities and functions.
- r. Clean boiler Fire-Eye and nozzle once a week at a minimum.
- s. Set-up and take down traffic control bollards, cones and chains, and directs traffic, as needed for vehicular access.
- t. Clean up and set up for and clean after the After-School child care programs.
- u. Respond to calls from the office, emergency and non-emergency.
- v. Take care of repairs and requests daily for teachers.
- w. Assemble furniture, desks, tables, bookcases, etc.

There will be a night custodian available to support the normally recurring miscellaneous duties that include:

- a. Flag lowering.
- b. Closing of facility – all doors and windows must be closed and locked.
- c. Set all window shades to same position and notify Buildings & Grounds Supervisor of any broken door or window hardware.
- d. Change of shift check of functional integrity of the building hot water, heat, leaks, etc. (Except in schools that have an assigned school maintenance technician).
- e. Furniture moving.
- f. Light bulb changing.
- g. Set-ups for school meetings and graduations (planned and unplanned).
- h. Set-up for community meetings and functions (planned and unplanned). There are multiple daily setups and cleaning for heavily used areas and some areas require coffee, juices, etc.
- i. Post class schedule activity cleanups.
- j. Assisting in receiving and distribution of office, student and custodial bulk supplies.
- k. Incidental graffiti removal in the building interior.
- l. Reporting observed safety hazards.
- m. Scheduling work around evening classes, if applicable.
- n. Snow removal from the walkways and steps.
- o. Set-up for public elections.
- p. Other duties as assigned by principal.
- q. Setup and take down traffic control bollards, cones and chains, and directs traffic as needed for vehicular access.

PLEASE NOTE: All safety procedures such as caution signs, ventilation and lock and tag out of equipment procedures are to be followed when the type of work requires such.

FORT LEE PUBLIC SCHOOLS

Specification F

Work Excluded From Service

1. Commercial sanding of stage and gym floors. (Part of District's annual; operating budget). Light sanding with budding machine and 3M screens are included.
2. Provision of any pest control services. (Part of District's annual operating budget).
3. Sandblasting exterior building surfaces. (High pressure water/sand cleaning of paint and graffiti shall be included).
4. Major plumbing, electrical, mechanical or repairs of any kind, which cannot be performed by the maintenance department personnel; (Part of District's annual operating budget).
5. Any major painting projects where time constraints and scope of work exceeds the capability of staff.
6. The washing or dry cleaning of curtains. (Part of the District's annual operating budget).

PLEASE NOTE: All safety procedures such as caution signs, ventilation and lock and tag out of equipment procedures are to be followed when the type of work requires such.

FORT LEE PUBLIC SCHOOLS

Specification G

Miscellaneous Requirements

1. The contractor's staff shall provide and maintain the following:
 - a. All supervisors and couriers – a valid and current New Jersey Driver's License
 - b. A current New Jersey Boiler Operator's License (High School and Middle School must have two).
 - c. All staff – Two (2) sets of school district approved uniform clothing with company name and tags and safety shoes.
2. The contractor's staff shall obtain the following within three months of the beginning of the contract:
 - a. All staff – Current and up to date Bloodborne Pathogen training.
 - b. All staff – Current and up to date Right to Know (Haz-Con) Training.
 - c. All staff – AHERA Training
3. The contractor's entire staff shall obtain the following by the end of the first contract year. However, where applicable, the requirement date is day one.
 - a. All maintenance staff – Appropriate New Jersey Driver's License (where applicable).

PLEASE NOTE: All safety procedures such as caution signs, ventilation and lock and tag out of equipment procedures are to be followed when the type of work requires such.

**FORT LEE PUBLIC SCHOOLS
BID PROPOSAL FORM**

Required Form

(To be submitted with the Bid Proposal)

Bidders must bid on all services letters A through D.

The Fort Lee Board of Education will award bids based upon total service letters A and C.

	BASE YEAR 2022-2023	Additional 12-months 2023-2024	Additional 12-months 2024-2025
<u>A. CUSTODIAL</u>			
Contractor Cost to District	\$ _____	\$ _____	\$ _____
Number of FTE's _____ (Minimum of 27.50)			
Average Hourly Wage Rate	\$ _____	\$ _____	\$ _____
<u>ANNUAL COST FOR ONE ADDITIONAL CUSTODIAN</u>	\$ _____	\$ _____	\$ _____
 1. <u>HOURLY WAGE RATES</u>			
Hourly Wage Rate - Straight Time	\$ _____	\$ _____	\$ _____
Hourly Wage Rate – Overtime	\$ _____	\$ _____	\$ _____
 2. Contractor Provided Capital Equipment (Provide itemized list)	 \$ _____	 \$ _____	 \$ _____
(\$ _____ amortized)			

Awarding of Contract

All bid proposals will remain firm for a period ending sixty (60) calendar days from the indicated submission date for bid proposals.

We, the undersigned company, certify that we have read and dully understand the attached bid proposal specifications including any addenda issued, if any. We further certify that we have visited all sites and facilities covered by the specifications. We certify that our company meets all of the requirements specified.

Authorized Signature

Typed Name and Title

Company Name

Address

Phone Number

Date

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

STATE OF _____)
SS:
COUNTY OF _____)

In accordance with the Instruction to Bidders and the provisions of P.L. 1977, Chapter 33, Section 1 (N.J.S.A. 52:25-24.2), the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of the corporation's stock or all individual partners owing 10% or greater interest in that partnership is also listed.

I.

Name of Corporation/
Partnership

Address

Name of Corporation/
Partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

II.

Name of Corporation
Partnership who holds 10% or
more interest in the bidding
Corporation/Partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

Name of Contractor

By: _____
Name

Official Title

Sworn before me this _____

day of _____, 20____.

Notary Public of _____

My Commission Expires __/__/__.

AFFIDAVIT OF NONCOLLUSION

STATE OF _____)

COUNTY OF _____) ss: _____

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

I am _____ of the firm of _____, the bidder making the proposal for the above named project. I executed the bid with full authority to do so. The bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in bid and in this affidavit are true and correct, and made with the full knowledge that the Fort Lee Board of Education will rely upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in awarding the contract for the project.

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.

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public of _____

My Commission expires ____/____/20____.

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES 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.

PART 1: PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, 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 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 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 box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror 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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 any contracts with the State to notify the State 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 State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The failure to submit such appropriate evidence will result in rescission of the contract.

**AFFIRMATIVE ACTION QUESTIONNAIRE AND CERTIFICATION
FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS**

i) DO YOU HAVE FEDERAL APPROVAL? Yes ____ No

This means a letter from a Federal Agency stating the company name and address as having submitted their Affirmative Action Plan and their plans being approved.

If yes, please submit a Photostat copy.

ii) DO YOU HAVE A STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL? Yes ____ No ____

If yes, please submit a Photostat copy of this certificate.

iii) IF YOU DO NOT HAVE EITHER OF THE ABOVE, PLEASE SUBMIT A COPY OF AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). This form can be electronically provided by the Division and distributed to the public agency through the Division's website: www.state.nj.us/treasury/contract_compliance I certify that our Company has never before applied for a Certificate of Employee Information Report in accordance with the rules promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and I agree to submit immediately a copy of the Employee Information Report (AA-302) to the Division of Purchase & Property, CCAU, EEO Monitoring Program, Department of Treasury, P.O. Box 209, Trenton, NJ 08625.

I hereby certify that I am a duly authorized representative of the Contractor and that I am aware of the equal employment opportunity and affirmative action in public contracting requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and that the Contractor is in compliance with the requirements therein. I hereby agree that the Contractor shall make good faith efforts to provide equal employment opportunity for minorities and women. I am aware that the failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower the firm's aggregate rating or such other action as provided by law. I certify that the above information is correct to the best of my knowledge.

SIGNATURE_____

NAME_____

DATE_____

TITLE_____

POLITICAL CONTRIBUTION DISCLOSURE AFFIDAVIT

STATE OF _____)

ss: _____

COUNTY OF _____)

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

I am _____ of the firm of _____, the bidder making the proposal for the above named project. I am aware that:

A. Pursuant to N.J.A.C. 6A:23A-6.3, no business entity which has made a reportable contribution (as defined in N.J.S.A. 19:44A-1 et seq.) to a member of the Fort Lee Board of Education during the preceding one (1) year shall be awarded a contract in excess of \$17,500.

B. Any business entity doing business with the School District is precluded from making any reportable contributions to any member of the Fort Lee Board of Education during the term of the Contract.

C. When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by the person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

D. A political contribution disclosure (hereinafter referred to as "PCD") form is required to be submitted for all contracts greater than \$17,500. No contract award shall be made unless the completed PCD is submitted to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the bid. A Sample Form is included as part of the bidding documents and must be completed by the bidder.

I state that no reportable contributions have been made by the Bidder in violation of the provisions set forth in N.J.A.C. 6A:23A-6.3. If the Bidder is the lowest responsible bidder, a completed PCD form shall be submitted to the Board office ten (10) days prior to the contract award.

Sworn to and subscribed
to this _____ day of _____,
_____, 20 ____

By: _____
Signature of Principal

(Name)

Notary Public of New Jersey
(Title)
My Commission expires ____/ ____/

Certification on Behalf of a Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) **Any candidate committee and/or election fund of the Governor;**
- b) **A State political party committee;**
- c) **A legislative leadership committee;**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

Signed: _____ **Title:** _____

Print Name: _____ **Date:** _____

Circle One of the Following Which Applies:

(A) The Company, Partnership or Organization is the vendor; or

(B) The Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) **Any candidate committee and/or election fund of the Governor;**
- b) **A State political party committee;**
- c) **A legislative leadership committee;**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____

Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- Any State, county, or municipal committee of a political party
- Any legislative leadership committee*
- Any continuing political committee (a.k.a., political action committee)
- Any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

1 N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

TO ALL BIDDERS:

REMINDER!

Did you sign all of the bid documents?

Did you include a certified check or cashier's check, or a bid bond furnished by a surety company authorized to do business in the State of New Jersey in the amount of ten percent (10%) of the bid*, but not in excess of \$20,000.00?

*** The hourly rate bid price of straight time and overtime rate.**

All bid documents returned to the Board shall be signed with original signatures. Please use blue ink.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

**Haquisha Q. Taylor
Business Administrator/Board Secretary
Purchasing Agent**

OWNERSHIP CERTIFICATE
(N.J.S. 52:25-24.2)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners in the partnership who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

Sample Custodial Contract

This Agreement is made and entered into as of this 1st day of July, 2022, by and between FORT LEE BOARD OF EDUCATION ("District") located at 231 Main Street, Floor 3, Fort Lee, NJ 07024 and XYZ, INC. ("Contractor") with offices located at Street, City, State Zip, who agree as follows:

1. Purpose of Agreement. The Contractor is a provider of Custodial and Management Services. This Agreement sets forth the terms and conditions upon which District retains the Contractor to manage and operate the Services at the Premises.
2. Independent Contractor. The Contractor shall be an independent contractor and shall retain control over its employees and agents. Contractor shall not act as or be the District's agent, partner or joint venturer. The Contractor is employed to render the services only as specified in the Agreement, and any payments made by the District are compensation solely for such services rendered.
3. Agreement. The entire Agreement shall consist of this Agreement, the Bid Proposal dated May 02, 2022, as amended, the Contractor's proposal response dated May 17, 2022, and other documents specifically incorporated by reference. The Contractor agrees to abide by all terms and conditions of the documents as referenced above.

The Contractor hereby acknowledges that it has read the Contract Documents comprising the Agreement and has full knowledge of the terms and conditions and all other requirements contained therein.

4. Duties. The Contractor shall provide the services in strict accordance with the requirements set forth in the RFP.

The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. The Contractor and anyone providing the Services on behalf of the Contractor shall, without limitation of the aforementioned, comply with: (a) New Jersey Worker and Community Right to Know/Understand Law, N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.; (b) the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990; and (c) the conflict of interest standards of N.J.S.A. 18A:12-21 et seq.

5. Term of Agreement. The term of this Agreement is for one (1) year subject to annual appropriation, with an option for four (4) one (1) year extensions at the District's discretion. The initial one (1) year term of the Agreement will commence on July 1, 2022 and continue until June 30, 2023 ("Initial Term"). Thereafter, this Agreement is subject to four (4) one (1) year extensions at the District's option subject to the following conditions: a) the Contract shall be awarded by resolution of the District's Board of Education upon a finding that the services are being performed in an effective manner; b) no such Contract shall be extended so that it runs for more than a total of five consecutive years; c) any price change included as part of an extension shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the New Jersey index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; d) the terms and conditions of the Contract remain substantially the same; and e) extensions are subject to the availability and appropriation annually of sufficient funds to meet the extended obligation.
6. Compensation. In consideration of the Contractor's performance of its obligations under this Agreement, the District shall pay the Contractor a Contract Price for each Fiscal Year.
 - A. The Contract Price for the period of July 1, 2022 through June 30, 2023 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).

Sample Custodial Contract

7. **Installment Payments.** The Contractor shall bill the District its portion of the Total Contract Price in monthly duly certified invoice and shall provide its certified payroll. The Contractor shall apply, with each invoice, the total amount charged to the District as a credit for Contract Monitoring to the invoice for the District as the District will be paying the contract monitor. The District will pay all invoices from the Contractor within thirty (30) days of receipt of a properly completed and certified invoice and supportive documentation (certified payroll, etc.) submitted ten (10) days prior to the current month's School Board meeting. In no event shall the Contractor be entitled to interest on any overdue payment.

8. **Audit and Inspection.** The Contractor agrees to maintain and have available for audit and inspection, all books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of five years from the date of final payment. The Contractor agrees to provide copies of all requested documents to the Board and the NJ State Comptroller upon request.

All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the District in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be owned by the Board and immediately provided to the Board upon request. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor shall correct or modify the work to comply with the contract requirements and the District.

9. **Contract Price Adjustments.**

A. **Changes in Services.** In the event that the District were to add or decrease square footage, staff or supervisory responsibilities, or any additional increase or decrease in staffing costs and supplies, the contract price shall be adjusted based upon the costs and percentages for benefits, payroll taxes, management fees and supplies as submitted in Proposal Form A with full consideration being given to the level of service and scope of work required by the District. Any changes the Contract Price and Installment Payment must be duly approved, in writing, by the District prior to the change. Any price increases must be approved by resolution of the FORT LEE BOARD OF EDUCATION.

B. **Supplemental Billing.** District related overtime shall be included within the Contractor's pricing. However, there may be occasions when a school or schools are rented to an outside entity not affiliated with the District or the District may require additional summer custodial labor. Should the Contractor be required by the District to provide coverage outside of regularly scheduled coverage for school and non-school district-related events as well as additional summer labor and if approved by the District the Contractor may supplemental bill the District for that coverage. The District may also direct the Contractor to direct bill for these services to an outside entity not affiliated with the District. The billing shall be based upon the wage rates, benefit percentages (if applicable), payroll taxes percentages and management fee percentage as detailed in Proposal Form A Pricing. If the wage rate paid are less than the contractual average as stated on Proposal Form A Pricing, then the Contractor will base the supplemental bill on the actual wages and the benefit percentages (if applicable), payroll taxes percentages and management fee percentage as detailed in Proposal Form A Pricing. No other mark ups shall be allowed. No bill for supplemental services shall be approved unless the services are authorized in advance by the District.

10. **Insurance.** Insurance coverage and indemnification of the District shall be as required by the Bid Proposal on Page 7. Notwithstanding the foregoing, if any term of this provision or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this provision and the application of such term within this provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term of this provision shall be valid and enforceable to the fullest extent permitted by law.

11. **Indemnification.** The Contractor agrees to indemnify, save and hold harmless the Board of Education, its departments, agencies, board, officers, officials, agents, servants, administrators and employees, indemnified parties

Sample Custodial Contract

from and against any and all claims, demands, suits, damages, liability costs and expenses of any type whatsoever, including reasonable attorney's fees arising out of or resulting from or in any way related to the Contractor's performance of this Agreement including, but not limited to any personal injury or property damage, resulting from negligent acts or omissions, whether intentional or unintentional or willful misconduct on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract whether such liability is direct or vicarious. Contractor further agrees to indemnify any and all indemnified parties for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered or in the case of lawful termination of the contract by the District. The District may defend itself at the Contractor's expense from any claim or lawsuit whatsoever that may arise as described in this paragraph or the District may elect to have the Contractor provide the District with a defense at the Contractor's expense. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law and shall survive termination of this Agreement.

12. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District: Haquisha Q. Taylor
 Business Administrator
 Fort Lee Board of Education
 231 Main Street, 3rd Floor
 Fort Lee, NJ 07024

To the Contractor: Inc.
 Attention: ?,? President
 Street
 City, State Zip

or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

13. Contract Termination

- A. Termination for Cause. If either party fails to comply with any of the obligations required of it in this contract, written notice specifying the failure must be provided to the breaching party. If the party fails to remedy and cure such failure within fifteen (15) days, then the non-breaching party shall have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.
- B. Termination for Convenience. Any time after one (1) year, either party may terminate this Agreement at any time upon giving ninety (90) days' prior written notice to the other party.
- C. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Contractor in addition to the District's other remedies, and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damages due the District from the Contractor is determined.

14. Affirmative Action Compliance. The Contractor agrees to comply fully with the requirements of P.L. 1975, c. 127, and all implementing regulations there under, all as amended and supplemented from time to time. The mandatory language of the regulations, attached as Attachment A, is incorporated herein by reference.

Sample Custodial Contract

15. Affirmative Action Report. The Contractor has attached to this Agreement a copy of one of the following affirmative action forms, as mandated by law (*N.J.A.C. 17:27-4.3*) for all parties contracting with any public agency in the State of New Jersey:

(Place an “x” to indicate the form attached.)

- _____ a. Proof of federally approved or sanctioned affirmative action program, or
_____ b. Certificate of Employee Information Report, or
 X c. A completed form AA302 - Initial Employee Information Report.

If the Contractor is attaching a completed copy of Form AA302, the Contractor certifies as follows:

The Contractor certifies that he or she has never before applied for a Certificate of Employee Information Report in accordance with rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time; and agrees to submit immediately to the Affirmative Action Office a copy of the Initial Employee Information Report.

16. Anti-Discrimination (*N.J.S.A. 10:2-1*) requires the following provisions to be included in each contract:

- 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.

17. New Jersey Business Registration Certificate and Use Tax Requirements.(PL 2004, c.57)

The Contractor has attached to this Agreement a copy of the Contractor's New Jersey Business Registration Certificate (BRC). The Contractor shall maintain and submit to the District a list of subcontractors (if any) and their addresses, which shall be updated from time to time, as needed, during the course of this Agreement.

Before final payment under this Agreement is made by the District, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

Sample Custodial Contract

For the term of this Agreement, the Contractor and each of its affiliates, and any subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g) (3)), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, under the terms of this Agreement.

NOTE: A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

18. Harassment, Intimidation and Bullying. Pursuant to N.J.S.A. 18A:37-13 et seq., all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and its employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and its employees a copy of the District's anti-bullying policy and information regarding the policy.

19. Severability. If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
20. Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.
21. Assignment. The rights of the Board or Contractor under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights, money to come due or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.
22. Dispute Resolution. Any and all claims, disputes or other matters in question between the Board and Contractor arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Bergen County, New Jersey. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise.

The Contractor hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by Contractor.

If a dispute arises between the Board and any entity or individual to whom the Board is bound to the arbitration of such disputes, then the Contractor agrees that the Contractor can be joined as a party to such arbitration with respect

Sample Custodial Contract

to matters related to that arbitration. All disputes, which exist only between the Board and the Contractor, or among the Board, the Contractor and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this section

23. Order of Precedence. In the event any provision of this Agreement conflicts in whole or in part with Contractor's proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the District and which imposes the greater obligation upon Contractor. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement shall control. Contractor's proposal shall not be construed to impose duties or obligations on District beyond those set forth in this Agreement.
24. Entire Agreement. The Agreement, as defined in paragraph 3 above, constitutes the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.
25. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

FORT LEE BOARD OF EDUCATION
BOARD OF EDUCATION

Attest:

By: _____
Haquisha Q. Taylor
Business Administrator

Date: _____

XYZ, INC
Attest:

By: _____
Name
President

Date: _____

Attachment A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.

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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid 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. 17:27-1 et seq.

Company: _____ Signature: _____

Print Name: _____ Title: _____

Date: _____