

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY
NOTICE TO QUOTERS**

NOTICE is hereby given that quotes will be received by the Borough of Watchung (the "Borough") for the following:

JANITORIAL SERVICES

Quotes will be accepted by mail, fax or in person at the Finance Office, Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey 07069 (ATTN: Bill Hance, CFO/QPA) until **December 21, 2016 at 10:00 a.m.**, prevailing time. The Borough shall not be responsible for any quote mailed which is lost in transit or delivered late. **NO QUOTE WILL BE RECEIVED AFTER THE DATE AND TIME SPECIFIED.** On the above date and at the time and place herein designated, the quotes will be evaluated. Quote documents can be found on the Watchung website: www.watchungnj.gov or can be faxed or emailed to you if you contact Bill Hance at 908-756-0080 x216.

After receipt of quotes, no quote may be withdrawn within sixty (60) days after the date of the quote opening except as provided herein. The Borough shall award the Contract or reject all quotes within sixty (60) days of the bid opening, except the quotes of any quoters who consent thereto may, at the request of the Borough, be held for consideration for a longer period as may be agreed upon between Quoters and the Borough.

All quotes must be submitted on the quote forms provided by the Borough in the Quote Package. You can contact the Public Works Department at 908-756-0080 x214 to schedule a site visit if you would like to see the buildings prior to submitting a quote.

Quote proposals and all required documents must be completed and submitted by the date and time set forth above and in the manner designated in the Quote Package. All documents in the Quote Package must accompany the proposal. All quotes must be addressed to the Borough of Watchung, ATTN.: Bill Hance, CFO/QPA.

The Borough expressly reserves the right to reject any or all quotes, to waive immaterial informalities, and/or to accept the quote which, in the opinion of the Borough, will be in the best interest of the Borough, all in accordance with the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. In the event of an equal or tie quote, the Borough shall award the quote to the Quoter which, in the Borough's sole discretion, best serves the interest of the Borough. In the event the quotes exceed the current bid threshold, the borough will have to advertise for formal bids.

The Borough also reserves the right to reject any and all quotes if sufficient funds are not available and/or appropriated or the Borough finds it more cost-effective to employ staff.

The Successful Quoter will, within ten (10) days of award of the bid, enter into an appropriate contract with the Borough.

All Quoters must comply with all relevant laws, rules and regulations including, but not limited to, P.L. 1975, Chapter 127, entitled "An Act Relating to Affirmative Action in Relation to Discrimination in Connection with Certain Public Contracts and Supplementing the 'Law Against Discrimination' approved April 16, 1945 (PL. 1945, Chapter 169)", N.J.A.C. 17:27, as amended from time to time, and the Americans With Disability Act. The successful bidder shall be required to comply with the following:

- A. Affirmative Action requirements (P.L. 1975, C.127, N.J.S.A. 10:5-1 et. seq.).
- B. Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1).
- C. Business Registration Act Registration (P.L. 2004, Chapter 57).

D. Certificate of Insurance

Comprehensive General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

- 1. Bodily Injury Liability
\$ 500,000 each person
\$1,000,000 each occurrence
- 2. Property Damage Liability
\$1,000,000 each occurrence

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage. The Borough shall be named as an additional insured on all of the aforementioned policies. Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

- E. Background Checks of Personnel Performing the Work
- F. Equal Opportunity Employer
- G. List of References
- H. Americans With Disabilities Act
- I. Non Collusion Affidavit
- J. Stockholder Disclosure

SPECIFICATIONS FOR QUOTES FOR JANITORIAL SERVICES

1.0 INTENT

1.1 GENERAL SCOPE OF WORK

The purpose of this Request For Quotes is to secure a vendor to perform Janitorial Services for the Borough of Watchung at the various Borough of Watchung government facilities and installations as specified below. The Contractor shall provide the necessary supervision, personnel, supplies, and equipment to clean the specified Borough of Watchung facilities and installations in accordance with the requirements set forth herein and other portions of the Request For Bids.

1.2 DEFINITIONS

1.2.1 Contract Monitor: an authorized representative (Robert Burns, Public Works Manager).of the Borough assigned to make all necessary inspections of the work performed by the Contractor

1.2.2 Contractor: the person whose proposal shall be accepted by the Borough and who shall thereafter enter into a formal contract with the Borough to furnish the materials and perform the work as Quoted upon.

1.2.3 Borough: Borough of Watchung, Somerset County, New Jersey.

1.2.4 Administrator: Borough Administrator.

1.2.5 Site Coordinator: an authorized representative (Maria Fittipaldi, Public Works Secretary) of the Borough who is assigned to enter discrepancies on the Janitorial Services Discrepancy Log.

1.3 WORK LOCATIONS

The Contractor shall furnish janitorial services in accordance with the Technical Specifications and Exhibit II, at the following locations:

Borough Hall, 15 Mountain Boulevard
Municipal Annex (Texier House), 10 Mountain Boulevard
Police Department/Court Facility, 840 Somerset Street
Watchung Library and Senior Center, 12 Stirling Road
Public Works Facility, 880 Somerset Street
Watchung Fire House, 57 Mountain Boulevard (Bathrooms Only)

2.0 TECHNICAL SPECIFICATIONS

2.1 PROCEDURE #1 OFFICES, PUBLIC AREAS, CONFERENCE ROOMS, MULTIPURPOSE ROOMS, COURT ROOM, LIBRARY AREAS

2.1.1 DAILY

2.1.1.1 Empty all waste receptacles and pencil sharpeners. Damp wipe receptacles as necessary to remove soil and replace plastic liners as needed (but at least weekly).

2.1.1.2 Dust and remove marks from cleared (i.e., free from objects or work in process) areas of furniture tops, vacant shelves, sills and ledges. Use cloth or dusting mitts. (Dust only horizontal surfaces daily.)

2.1.1.3 Spot clean glass in doors, partitions, windows and displays. Use soft clean cloth with glass cleaner in spray bottle.

2.1.1.4 Vacuum clean carpeted area, moving furniture only as required to remove visible dust, dirt, and debris. Give special attention to all areas that receive foot traffic.

2.1.1.5 Dust mop all hard surface floors with a treated mop, moving furniture only as required to remove visible dust, dirt and debris.

2.1.1.6 Spot clean doors, kick plates, push plates, walls and cubicle partitions with cloth or sponge wet with detergent solution in a plastic spray bottle. Wipe dry as needed.

2.1.1.7 Using a mop and a detergent solution, spot mop all floors (except carpeted floors) to remove heavy soil and stains.

2.1.1.8 Spot clean soiled areas of carpeted floors.

2.1.1.9 Replace furniture to original setting.

2.1.1.10 Damp wipe and dry soiled table tops and non-fabric covered chairs.

2.1.2 WEEKLY

2.1.2.1 Using a cloth, dusting mitt, or small dust mop with short handle, dust vertical furniture surfaces, HVAC vents, vertical wall trim and window blinds.

2.1.2.2 Clean metal trim.

2.1.2.3 In areas which have concrete, tile, terrazzo, or resilient tile floors, wet mop the entire area.

2.1.2.4 In areas which have floors that are coated with floor finish, spray buff the floors using a floor machine equipped with a buffing pad. Dust mop the floor with a treated mop after buffing.

2.1.2.5 Empty all recycling receptacles as needed, but at least weekly and remove to designated area at the Public Works Garage. Damp wipe receptacles as necessary to remove soil and replace plastic liners as needed. Cut cardboard as needed, but at least weekly, to size 2' x 2' or smaller and tie with twine in bundles no higher than 2 feet.

2.2 PROCEDURE#2 CORRIDORS, LOBBIES, ELEVATORS AND STAIRWELLS

2.2.1 DAILY

2.2.1.1 Empty all waste receptacles. Damp wipe soiled waste receptacles. Replace plastic liners as needed (but at least weekly).

2.2.1.2 Spot clean glass in entry doors using glass cleaner in a spray bottle and a clean cloth. Clean all push plates and kick plates.

2.2.1.3 Damp wipe soiled table tops, chairs and benches, remove any loose trash.

2.2.1.6 Vacuum clean entire carpeted areas.

2.2.1.7 Using a mop and a detergent solution, spot mop all floors (except carpeted floors) to remove heavy soil (coffee, etc.).

2.2.1.8 Dust mop all hard surface floors with a treated mop.

2.2.2 WEEKLY

2.2.2.1 Dust horizontal surfaces such as window sills, ledges and cleared furniture tops using treated cloth, dusting mitt, or dust mop with a short handle.

2.2.2.2 Spot clean glass using glass cleaner in a spray bottle and a clean soft cloth.

2.2.2.3 Spot clean walls, door facings and doors using a detergent solution in a spray bottle and a clean cloth or sponge. Rinse with sponge and clear water in plastic spray bottle, as needed.

2.2.2.4 In areas which have concrete, tile, terrazzo or resilient tile floors, wet mop the entire area.

2.2.2.5 In areas which have floors that are coated with floor finish, spray buff the floors using a floor machine equipped with a buffing pad. Dust mop the floor after buffing.

2.2.3 EVERY TWO WEEKS

2.2.3.1 Dust vertical furniture surfaces, HVAC vents, vertical wall trim and window blinds using a treated cloth, dusting mitt or short handle mop.

2.2.4 MONTHLY

2.2.4.1 Clean any metal trim with metal polish.

2.3 PROCEDURE #3 EMPLOYEE BREAK ROOMS AND KITCHENS

2.3.1 DAILY

2.3.1.1 Empty waste receptacles and replace soiled disposable liners. Damp wipe exterior surfaces of waste receptacles.

2.3.1.2 Spot clean glass in partitions and interior doors with glass cleaner in spray bottle.

2.3.1.3 Spot clean walls and doors with a sponge and detergent solution. Rinse with sponge and clear water as needed.

2.3.1.4 Dust furniture, sills and ledges with dust cloth, short handled dust mop or mitts. (Dust vertical surfaces and under furniture weekly.)

2.3.1.5 Clean sinks, counter tops, tables and stove top.

2.3.1.6 Dust mop hard surface floors with a treated mop.

2.3.1.7 Mop soiled floors with detergent solution. Rinse floors with damp mop with clear water, if needed. Vacuum floors if carpeted.

2.3.1.8 Replace furniture to original position.

2.3.1.9 Vacuum clean carpeted area, moving furniture only as required to remove visible dust, dirt and debris. Give special attention to all areas that receive foot traffic.

2.3.2 MONTHLY

2.3.2.1 Spray-buff scuff marks or dull areas of finished floors. Dust mop after.

2.3.2.2 Heavy wet clean floors, as needed. Add floor finish to worn areas, if necessary. Buff when dry.

2.3.2.3 Dust all HVAC vents and window blinds.

2.3.2.4 Vacuum any fabric upholstery; clean any washable coverings.

2.3.2.5 Defrost, clean and disinfect refrigerator and clean microwave and toaster oven interiors. Wipe exterior surfaces.

2.4 PROCEDURE #4 REST ROOMS

2.4.1 DAILY

2.4.1.1 Empty waste containers. Damp wipe using germicide detergent.

2.4.1.2 Resupply towels, toilet tissue and soap, provided by the Borough, when needed. Clean mirrors with glass cleaner in plastic spray bottle and clean soft cloth.

2.4.1.3 Clean basins, shelves, hardware and partitions with germicidal solution in plastic spray bottle. Use appropriate cleaner for removing stains, heavy soil and graffiti on walls and partitions. Wipe dry with cloth to prevent streaks.

2.4.1.4 Clean toilet seats and outside of toilets and urinals with sponge and germicidal detergent solution from a plastic spray bottle. Wipe seats dry with cloth. Clean inside of rims of bowls and urinals with bowl mop using bowl cleaner having maximum of 14% HCL acid.

2.4.1.5 Clean stainless steel and chrome surfaces, using cloth dampened with stainless steel cleaner or metal polish.

2.4.1.6 Remove trash from floor, sweeping with broom and picking up with pan.

2.4.1.7 Wet mop floor, using germicidal detergent solution in mopping bucket. Pick up solution with wrung out mop. Once a week, rinse floors after mopping, using clear water.

2.4.2 WEEKLY

2.4.2.1 Clean underside of basins with cloth and cleaner-disinfectant solution. Clean hardware underneath, using cloth damp with stainless steel cleaner or metal polish.

2.4.2.2 Wash waste containers.

2.4.2.3 Pour one-gallon of water into floor drains.

2.4.2.4 Dust all HVAC vents and window blinds.

2.5 PROCEDURE #5 LOCKER AND SHOWER AREAS

2.5.1 DAILY

2.5.1.1 Spot clean walls, doors and lockers.

2.5.1.2 Dust mop dry, smooth floors.

2.5.1.3 Wet mop floor with cleaner-disinfectant solution. Rinse with water weekly.

2.5.1.4 Empty waste containers at the end of the cleaning period. Damp wipe using germicide detergent.

2.5.1.5 Resupply towels, toilet tissue and soap, provided by the Borough, when needed. Clean mirrors with glass cleaner in plastic spray bottle and clean soft cloth.

2.5.1.6 Clean basins, shelves, hardware and partitions with germicidal solution in plastic spray bottle. Use appropriate cleaner for removing stains, heavy soil and graffiti on walls and partitions. Wipe dry with cloth to prevent streaks.

2.5.1.7 Clean toilet seats and outside of toilets and urinals with sponge and germicidal detergent solution from a plastic spray bottle. Wipe seats dry with cloth. Clean inside and rims of bowls and urinals with bowl mop using bowl cleaner having maximum of 14% HCL acid.

2.5.1.8 Clean stainless steel and chrome surfaces, using cloth dampened with stainless steel cleaner or metal polish.

2.5.1.9 Remove trash from floor sweeping with broom and picking up with pan.

2.5.1.10 Wet mop floor, using germicidal detergent solution in mopping bucket. Pick up solution with wrung out mop. Once a week, rinse floors after mopping, using clear water.

2.5.2 WEEKLY

2.5.2.1 Spray buff scuffed, marked or dull areas of waxed resilient floors to restore good appearance. Dust mop after spray-buffing.

2.5.2.2 Clean underside of basins with cloth and cleaner-disinfectant solution. Clean hardware underneath, using cloth damp with stainless steel cleaner or metal polish.

2.5.2.3 Wash waste containers.

2.5.2.4 Dust all HVAC vents and window blinds.

2.6 PROCEDURE #6 JANITORIAL CLOSETS

2.6.1 DAILY

2.6.1.1 Report needed building repairs to the Public Works Office.

2.6.1.2 Make certain that no waste materials are left in the room.

2.6.1.3 Clean all janitorial equipment and tools and put in order. Put materials in order on the shelves. Do not store oily rags or mops. Give cloths, cotton items and other such materials adequate space and ventilation to hang and dry.

2.6.1.4 Hang all mops.

2.6.1.5 Identify all containers of cleaning materials by labeling cleaning products. Provide Material Safety Data sheets for all.

2.6.1.6 Furnish and restock shelves to maintain an adequate supply of materials on hand. Organize and shelve supplies delivered by cleaning personnel. The Borough shall supply toilet tissue, hand towels, hand soap, sanitary napkins and trash can liners.

2.6.2 WEEKLY

2.6.2.1 Sweep and damp mop floors to remove obvious soil.

2.6.2.2 Clean the janitorial sink with lotion cleanser.

2.7 PROCEDURE #7 TERRAZZO, TILE AND CARPETED FLOORS

2.7.1 Strip and wax, or scrub and wax, hard floors, twice times per year at six month intervals and as required for the protection and appearance of the floor surfaces at the discretion of the Contract Monitor.

2.7.2 When stripping/scrubbing and waxing, move furniture such as desks and chairs. Use care in removing electrical cords and items on the furniture.

2.7.3 Use care to avoid furniture damage when scrubbing and waxing traffic areas. Prevent stripper, detergent or wax from getting on furniture, baseboards or doors.

2.7.4 Shampoo all carpets twice per year (Spring and Fall), extracting once per year. Shampoo all high traffic areas of carpet four (4) times per year (seasonally), extracting every other time.

2.8 PROCEDURE #8 OUTSIDE ENTRYWAYS AND EXITS

2.8.1 DAILY

2.8.1.1 Vacuum walk-off mats.

2.8.2 WEEKLY

2.8.2.1 Clean glass using glass cleaner in a spray bottle and a clean soft cloth.

2.8.2.2 Clean chrome pillars using glass cleaner in a spray bottle and a clean soft cloth.

2.9 PROCEDURE #9 REFUSE AND DEBRIS DISPOSAL

2.9.1 DAILY

2.9.1.1 Remove all collected refuse and debris and deposit in the designated container. Do not carry full trash bags that may leak residue onto floors and carpeting.

2.10 PROCEDURE #10 LIGHT FIXTURES

Clean exposed and concealed surfaces of all lighting fixtures twice (2) per year using a soft clean cloth with glass cleaner in a spray bottle.

2.11 PROCEDURE #11 EXTERIOR WINDOWS

Twice per year, at evenly spaced intervals, wash the interior and exterior surfaces of all window glass. Use appropriate equipment and solutions to cause the window to be clean and free of spots and streaks. In the interior, take care to leave no residue or soil on sills, frames and other interior surfaces. Insure that interior solution is compatible with human occupancy.

2.12 PROCEDURE #12 CELL BLOCKS

Use of latex gloves to be furnished by Contractor is required at all times.

2.12.1 DAILY, IF TAGGED BY THE SHIFT SUPERVISOR AFTER OCCUPANCY, THE FOLLOWING SHALL APPLY:

2.12.1.1 Resupply towels, toilet tissue and soap, provided by the Borough, when needed. Clean any glass with glass cleaner in plastic spray bottle and clean soft cloth.

2.12.1.2 Clean sink basins with germicidal solution in plastic spray bottle.

2.12.1.3 Spot clean hardware, walls, partitions and window panels on doors with germicidal solution in plastic spray bottle. Use appropriate cleaner for removing stains, heavy soil and graffiti on walls and partitions. Wipe dry with cloth to prevent streaks.

2.12.1.4 Clean toilet seats and outside of toilets and urinals with sponge and germicidal detergent solution from a plastic spray bottle. Wipe seats dry with cloth. Clean inside of rims of bowls and urinals with bowl mop using bowl cleaner having maximum of 14% HCL acid.

2.12.1.5 Wet mop floor, using germicidal detergent solution in mopping bucket. Pick up solution with wrung out mop. Once a week, rinse floors after mopping, using clear water.

2.12.1.6 Clean bunks, using germicidal detergent solution.

2.12.2.7 Clean glass panels on security cameras.

3.0 WORK SCHEDULE

Janitorial Services shall be performed during the hours of 11:00 p.m. to 7:00 a.m., five (5) days per week, Monday through Friday (excluding Borough holidays) with the following exceptions:

The Borough Hall and the Municipal Annex (Texier House) shall be cleaned during the hours of 11:00 P.M. and 7:00 A.M.

The Police Department/Court Facility shall be cleaned during the hours of 10:00 P.M.. and 7:00 A.M. No access will be provided with respect to certain areas; other areas may not be cleaned when in use; and permission from the dispatcher is required prior to undertaking the Janitorial Services at certain designated locations. With respect to this location, the Borough further reserves the right to interrupt or rearrange the order in which the Janitorial Services are performed.

The Watchung Library and Senior Center shall be cleaned starting at 7:00 A.M. and ending at 10:00 A.M.

The Public Works Facility and Fire House shall be cleaned between 7:00 A.M. and 3:00 P.M.

Services required under 2.7 and 2.10 above shall be performed only when the affected spaces are unoccupied.

At the Post Award Conference, the Contractor shall provide a proposed work schedule to accomplish the services pursuant to these Specifications and the Contract to the Administrator. This schedule shall be set on an annual calendar identifying the task, frequency of work and the number of workers performing each task. This schedule shall be subject to the Administrator's approval. Thereafter, significant changes in the Contractor's schedule must be submitted in writing to the Administrator for approval prior to implementation.

The Contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. All work not completed during the week scheduled shall be reported to the Borough in writing on the first work day of the following week. The report shall include an explanation of why the work was not completed and plans for getting the work back on schedule. If the Contractor falls behind schedule at any time, additional workers shall be assigned at no additional cost to the Borough until the work is back on schedule.

FACILITY **PROCEDURES THAT APPLY**

Borough Hall 15 Mountain Boulevard
All except 2.5 and 2.12

Municipal Building Annex (Texier House) 10 Mountain Boulevard
All except 2.5 and 2.12

Public Works 880 Somerset Street
All except 2.2, 2.6, 2.7, 2.8, 2.11 and 2.12

Library 12 Stirling Road
All except 2.5 and 2.12

Police Department/Court Facility 840 Somerset Street
All

Fire House 57 Mountain Boulevard
2.4 (twice per week), 2.1.1 (monthly)

The above is a general guideline as to which procedures are to be utilized at the various facilities. Quoters are advised that they are responsible for visiting the sites to make a determination as to the scope of services in order to prepare an accurate quote.

4.0 SUPPORTIVE SPECIFICATIONS

4.1 CONTRACT LENGTH

Unless sooner terminated, the length of this Contract shall be one (1) year commencing on January 1, 2017 . The Borough reserves the right to terminate the Contract at any time upon thirty (30) days written notice to the Contractor.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The Borough may terminate the Contract for convenience by providing thirty (30) days written notice to the Contractor.

4.3 TERMINATION BY THE BOROUGH

In addition to the right of the Borough to terminate the Contract as set forth elsewhere in the Contract Documents (including, without limitation, these Specifications and the Contract), nonperformance by the Contractor of the terms of these Specifications and/or the Contract, and/or if the Contractor fails to meet deadlines and/or if Contractor fails to provide the agreed upon services and/or the materials required, shall be grounds for termination of the Contract by the Borough. In addition, if the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, and/or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of these Specifications or the Contract, the Borough may terminate this Contract.

Prior to termination, the Borough shall give the Contractor twenty-four (24) hours written notice. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

4.4 INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Borough, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workmen's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this Contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.

5.0 REQUIRED DOCUMENTS

AUTHORIZATION TO RELEASE RECORDS

I, _____
(print name of applicant)

the undersigned, an employee or potential employee of _____,
(name of cleaning contractor)

and being advised that the matter of security and confidentiality may be involved in the performance of the duties of such position, do hereby authorize the appropriate Borough officials to fingerprint me and conduct a security check of my background and qualifications, both now and on any later date that the Borough of Watchung deems necessary. I understand that all such information is and will be kept strictly confidential.

I further agree to furnish to the Borough of Watchung any and all required information and documentation to establish my identity and to complete the security check.

Social Security No.

Driver's License No.

Signature of Applicant

Date

Witness

Date

(To be completed by each person providing service to the Borough of Watchung)

Notary Public of
My Commission Expires: _____, ____.

Affirmative Action
Acknowledgment (1 of 3)

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

CONTRACT FOR JANITORIAL SERVICES

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

(Name of Firm)

(Signature)

(Title)

(Address of Firm)

(Date)

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

CONTRACT FOR JANITORIAL SERVICES

If awarded a contract, the Successful Quoter will be required to comply with the requirements of PL. 1975, Chapter 127 N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Successful Quoter shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

To the extent required by law, the Successful Quoter must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF PL. 1975. CHAPTER 127.

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

CONTRACT FOR JANITORIAL SERVICES

The following questions must be answered by all Quoters:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

NAME/TITLE: _____

NOTE: A contractor's Quote must be rejected as non-responsive if a contractor fails to comply with requirements of PL. 1975, C. 127, within the time frame stipulated.

LIST OF REFERENCES

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

CONTRACT FOR JANITORIAL SERVICES

Provide four (4) representative projects of similar work. The references should include entities/individuals to whom Quoter is presently providing this service.

Project: _____
Company: _____
Address: _____
Telephone _____
Person to Contact _____

Project: _____
Company: _____
Address: _____
Telephone _____
Person to Contact _____

Project: _____
Company: _____
Address: _____
Telephone _____
Person to Contact _____

Project: _____
Company: _____
Address: _____
Telephone _____
Person to Contact _____

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

ss:

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

I am _____
of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Holland relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said 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, except bona fide employees or bona fide established commercial or selling agencies maintained by

(name of contractor)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of _____

My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check which business entity applies:

Limited Partnership Subchapter S Corporation Limited Liability Corporation

Partnership Corporation Sole Proprietorship

Limited Liability Partnership Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

Street Address	/	City	State	Zip
Telephone #	/	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent of more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature_____ Date_____

Printed Name & Title_____

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

PROPOSAL

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

CONTRACT FOR JANITORIAL SERVICES

IN WITNESS WHEREOF, the Bidder listed below has executed this Quote and/or Proposal and has caused this Quote and/or Proposal to be attested to by a duly authorized representative and, if applicable, its corporate seal affixed, and agrees to perform the Work in accordance with the terms and conditions of the Contract Documents if awarded this Contract this _____ day of _____, 2016.

Name of Quoter: _____

Quoter's Address:

State of Incorporation:
(if applicable)

Quoter's Telephone No.: _____

By: _____
(Signature of President if a corporation
or other Duly Authorized Representative)

(Print Name and Title and
affix corporate seal) (L.S.)

Attest:
(Signature of Secretary or Assistant
Secretary if a corporation
or other duly authorized representative)

(Print Name and Title)