

Instructions and Contract Forms

FOR

JANITORIAL SERVICES FOR:

THE ROBBINSVILLE TOWNSHIP POLICE DEPARTMENT,
COURT FACILITY, SENIOR CITIZEN CENTER, PUBLIC WORKS
DEPARTMENT, and MUNICIPAL OFFICES

TOWNSHIP OF ROBBINSVILLE

MERCER COUNTY

NEW JERSEY

Please read and follow the attached instructions and specifications carefully. Failure to follow the instructions and specifications may result in rejection of your proposal.

For additional information contact:

Dino Colarocco
Township of Robbinsville
Department of Public Works
56 Robbinsville-Allentown Road
Robbinsville, NJ 08691
Telephone: 609-259-0422 ext. 2101

Email: dinoc@robbinsville.net

TOWNSHIP OF ROBBINSVILLE

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TOWNSHIP OF ROBBINSVILLE

INSTRUCTIONS

I. SUBMISSION OF PROPOSALS

- A. The TOWNSHIP of Robbinsville, Mercer County, New Jersey (**hereinafter “TOWNSHIP”**) invites sealed bids pursuant to the Request for Bids.
- B. Sealed proposals will be received up to **10:00 AM** prevailing time on **Tuesday, December 4, 2018**, at which time and place proposals shall be received in the Public Meeting Room located in the Township Municipal Building located at 2298 Route 33, Robbinsville, NJ 08691.
All proposals received shall be subject to review by the TOWNSHIP Attorney as to compliance with statutory and specification requirements.
- C. The bid proposal shall be submitted, in a sealed envelope:
(1) Addressed to the TOWNSHIP of Robbinsville,
(2) Bearing the name and address of the proposer written on the face of the envelope, and
(3) **Clearly marked “BID PROPOSAL”** with the contract title, and the date, time and place of opening.
- D. It is the bidder’s responsibility to see that the proposals are presented to the TOWNSHIP on or before the hour and at the place designated. Bids may be hand delivered or mailed; however, the **TOWNSHIP disclaims any responsibility for bids forwarded by regular or overnight mail**. If the proposals are sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the TOWNSHIP before the time of opening may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days, unless extended by mutual consent of all parties.
- F. **All prices and amounts must be written in ink or preferably typewritten on the forms furnished or copies thereof.** Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal. Corporations not incorporated in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of The State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. The bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.

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- G. Each bid form must give the full business address, telephone and fax numbers of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or her person authorized to bind the corporation in the matter with the corporate seal affixed. When requested, satisfactory evidence of the authority of the officer signing shall be furnished. The name of each person signing shall be typed or printed below the signature. Corporate bidders not recognized in the State of New Jersey must submit with their bid, or shall submit prior to award, a certificate from the Office of the Secretary of State of the State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the proposer or submitted on request prior to award.
- H. Unless otherwise stated in the specifications, bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, container, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the TOWNSHIP of Robbinsville. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipment made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. Bids containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the specifications, or proposals submitted in units or in a manner other than described in the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP.
- K. **One original and four copies** of the bid are required to be submitted to the TOWNSHIP.

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II. SECURITY - MANDATORY SUBMISSIONS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the proposal documents:

 X A. BID GUARANTEE

Proposer shall submit with the proposal a certified check, cashier's check or bond in the amount often percent (10%) of the total price proposed, but not in excess of \$20,000, payable unconditionally to the TOWNSHIP. The check or bond of the unsuccessful proposer(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful proposer shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

 B. CONSENT OF SURETY

Bidder shall submit with the proposal a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond equal to 100% of the highest years cost of the bid. This certificate shall be obtained in order to confirm that the proposer to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to 100% of the highest years cost of the proposal, pursuant to N.J.S.A. 40A:11-22.

 C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the highest years cost of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

 D. LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

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X E. QUALIFICATION OF SURETY/LETTERS OF CREDIT

Attorneys-in fact who sign proposal bonds, consent of surety, performance bonds, or bonds must file with each bond a certified and effectively dated copy of theft power of attorney and Statement of Financial Condition. A notice from the Department of Treasury indicating that a surety bond rating of at least B from the AM Best Rating Company as well as a stockholders surplus amount of not less than \$1 Million is required for performance bonds in projects that include State funding.

Any individual wishing to post cash, certified check, or an irrevocable letter of credit in lieu of a performance or payment bond shall post same in an amount equal to one hundred percent (100%) of the highest years cost of the proposal at the time of the opening of the proposals. Anyone wishing to do so must have all necessary instruments approved as to language by the TOWNSHIP Attorney at least five (5) days prior to the opening of proposals.

X F. STATEMENT OF OWNERSHIP (DISCLOSURE CERTIFICATION)

Bidder shall submit a Corporate ownership Statement pursuant to §1 of P.L. 1977, c.33. A form is provided for this purpose in the sample contract documents at page CD-6.

X G. RECEIPT OF ADDENDA

The bidder shall submit with the bid a completed Acknowledgment of Receipt of Addenda in the form included in the contract documents at page CD-3 acknowledging the bidder's receipt of any notice of revisions or addenda to the advertisement or bid documents.

X H. CONTRACTOR BUSINESS REGISTRATION

The bidder shall submit a copy of contractor's and, if applicable, subcontractor's business registration as required pursuant to N.J.S.A. 52:32-44.

X I. BIDDER'S LIST OF REFERENCES

The bidder shall submit a list of references, including any for which they have received a negative experience.

Failure to submit any checked items shall be cause for rejection of the bid.

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III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its proposal is submitted on the basis of the specifications prepared by the TOWNSHIP. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by proposers should be promptly reported in writing to the Purchasing Agent. In the event the proposer fails to notify the TOWNSHIP of such ambiguities, errors or omissions, the bidder shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any proposer. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be posted on the TOWNSHIP's website at www.robbinsville.net, under the Services tab and Request for Proposals & Bids in the drop-down menu in accordance with N.J.S.A. 40A:11-23. It is the bidder's responsibility to check the TOWNSHIP website for any addenda. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The TOWNSHIP of Robbinsville's interpretations or corrections thereof shall be final.
- D. Discrepancies in Proposals
 - 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the TOWNSHIP of the extended totals shall govern.
- E. The TOWNSHIP reserves the right to waive any technical irregularity in any or all proposals.
- F. It is the bidder's responsibility to check the TOWNSHIP website for any addenda in order to ensure receipt of all addenda.

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IV. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Workers' Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General and Professional Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 per any one accident for bodily injury and a \$500,000.00 aggregate for property damage and shall be maintained in full force during the life of the contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned and hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage, shall be maintained in force during the life of this contract by the proposer, naming the TOWNSHIP as an additional insured.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the TOWNSHIP as an additional insured.

C. Indemnification

Successful bidder agrees to indemnify and hold the TOWNSHIP of Robbinsville, its officials, employees and agents harmless from any and all liability or expense, including costs of defense, resulting from any action at law related to any duty or responsibility imposed upon the Contractor relating to the services contained herein, provide that such action results from the negligent of the Contractor, or any of its agents, and/or from circumstances where the Contractor servants or any of its agents, has acted outside the scope of their duties or contrary to law.

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V. PREPARATION OF PROPOSALS

A. The TOWNSHIP is exempt from any local, state or federal sales, use or excise tax. Our tax exempt # is 21-6001340.

B. Estimated Quantities (Open-End Contracts):

The TOWNSHIP of Robbinsville has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement. TOWNSHIP fees will be waived.

D. This contract will be awarded for 2019 season. Upon mutual agreement between the Contractor/Vendor and TOWNSHIP, an option to renew for up to 2 additional years shall be considered, prior to the end of the year. A request to renew shall be made in writing by the TOWNSHIP of Robbinsville. Any such extensions or renewals shall be on the same terms and conditions set forth in this Contract except that the parties may agree to a reasonable adjustment of prices in accordance with N.J.S.A. 40A:11-15.

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VI. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification.

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127), N.J.A.C. 17:27:11

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information. Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful proposer is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful proposer is obligated to comply with the Act and to hold the TOWNSHIP harmless.

C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful proposers on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the TOWNSHIP within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1 (c).

It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards. If applicable, the contractor **MUST** submit with their bid a current Public Works Contractor Certificate.

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D. Statement of Ownership (Ownership Disclosure Certification)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43) provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. Statement of Ownership (Ownership Disclosure Certification) shall be completed and attached to the bid proposal.

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid.

G. Certificate of Standing

Any contractor, which is a New Jersey corporation, shall provide with its proposal, proof indicating the corporation is in good standing. If and in the event such certificate is not provided, the TOWNSHIP may, if the contractor is the lowest bidder, seek such certificate from the Secretary of State of the State of New Jersey and charge the costs for obtaining same against any monies earned under this contract. If and in the event, it is determined that a contractor is neither authorized to do business in the State of New Jersey nor is in good standing in the State of New Jersey, then the contract shall be declared null and void and the proposal rejected as an improper proposal. Thereafter, the TOWNSHIP Council, at its sole discretion, shall determine whether or not the project or contract should be re-advertised or awarded to the next lowest bidder.

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H. Equipment Certification

In accordance with N.J.S.A. 40A: 11-20, proposer shall complete and submit the Equipment Certification which is part of these specifications showing that he owns, leases or controls all the necessary equipment required by the plans and specifications and if he is not the TOWNSHIP or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained and shall be accompanied by a certificate from the TOWNSHIP definitely granting to bidder the use of the equipment as required for completion of the contract.

I. Public Works Contract Registration Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.48, et seq., each proposer shall submit evidence of contractor registration with the New Jersey Department of Labor with its proposal for any project involving construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public. If a proposer is not so registered, a proposer may submit a proposal provided the proposer has filed a registration application with the New Jersey Department of Labor and includes a copy of the application with the bid.

J. Business Registration

Pursuant to P.L. 2004 c.57, which expands the program of business registration to all government contacting units in New Jersey. Contractor shall provide proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission. The proof of registration shall be provided at the time the bid or proposal is officially received and opened by the TOWNSHIP of Robbinsville, and in any event, no later than when the Notice of Award is received by successful bidder.

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 registration information under the requirement 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 the TOWNSHIP of Robbinsville.

H. References

All Bidders' shall submit list of references.

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VII. EVALUATION, REVIEW AND SELECTION PROCESS

A. Proposals to Remain Subject to Acceptance

The TOWNSHIP is utilizing the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizing the use of competitive contracting to contract for Maintenance and custodial services.

The TOWNSHIP reserves the power to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the TOWNSHIP all such information and data for this purpose as the TOWNSHIP may request. The TOWNSHIP reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the TOWNSHIP that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date.

The TOWNSHIP shall award the contract or reject all proposals within such time as may be specified in the Request for Bids, but in no case more than sixty (60) days, except that the bid of any bidder who consents thereto may, at the request of the TOWNSHIP, be held for consideration for such longer period as may be agreed. All bid security except the security of the three apparent lowest responsible proposers shall, if requested, be returned after ten (10) days from the opening of the bids, Saturdays, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond, the proposal security of the remaining unsuccessful bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.

B. Rejection of Proposals

The TOWNSHIP reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the TOWNSHIP that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The TOWNSHIP reserves the right to waive any minor informality or irregularity in the RFP.

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The TOWNSHIP may reject Proposals, which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind. Alterations by erasure or interlineations must be explained or noted in the Proposal and signed by the individual who performed the submittal. The TOWNSHIP, at its sole discretion, may reject Proposals, which are unbalanced.

Penalties for the submission of false, deceptive, or fraudulent statements or information by bidders are provided by the Local Public Contracts Law (N.J.S.A. 40A:11-33 and 34). No Contract for work shall be awarded to a Contractor/Vendor who are included on the New Jersey State Treasurer's list of debarred, suspended or disqualified bidders.

The TOWNSHIP expressly reserves the right to eliminate and reject any or all of the items in the Proposal, and/or to increase or decrease such items as may be necessary to obtain proper and adequate work within the funds available.

C. Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. In no case will multiple contracts be awarded.

D. Evaluation Criteria

The criteria considered in the evaluation of each proposal are attached in **Appendix A**. The TOWNSHIP will consider such items as qualifications, experience, cost, references, proposal contents, approach and responsiveness, level of effort, firms project controls, etc. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

1. Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

2. Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

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2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

At a minimum, all proposals shall include the following information:

1. A list of the individuals who will be performing the work, accompanied by resumes detailing relevant education and experience. Project Manager shall be identified.
2. State local presence in the region, if any, and indicate the office location (s) where the majority of the work will be performed.
3. A list of at least three (3) similar projects completed by the Project Manager and a summary table listing representative projects completed by the firm within the last ten (10) years, including client name, contact name, phone number, and fee.
4. Provide the proposed method and techniques of the firm's project controls for schedule control, cost control and quality assurance and quality control procedures.
5. Identify any sub consultants to be utilized during the project. Provide relevant resumes of the sub consultant's staff expected to work on the project.

3. Ability to Complete the Project/Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated. Contractor(s)/Vendor(s) must demonstrate that they can meet the time frames indicated in the Proposal or their bid may be considered non-responsive.

4. Cost

Total overall costs to complete the project, the cost of maintenance, training, etc. and/or prices shall be based on unit prices and/or any hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the TOWNSHIP before such work is initiated. The TOWNSHIP shall pay for such approved services, at the rate or cost agreed upon between the TOWNSHIP and contractor/vendor and provided the respondent has provided a schedule of fees for additional services with this RFP. The contract may be awarded based upon the Authority's budget for the work rather than the bid amount.

The Contractor/Vendor is advised that the quantities depicted in the Proposal Form for the unit price work are for evaluation purposes only. It shall be understood by the Contractor/Vendor that the TOWNSHIP may order any quantity, including zero, during the term of the Contract. All unit prices submitted shall be compared on the basis of its cost and that of which the TOWNSHIP anticipates its usage.

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VIII. Term of Contract

This contract will be awarded for 2019 season. Upon mutual agreement between the Contractor/Vendor and TOWNSHIP, an option to renew for up to 2 additional years shall be considered, prior to the end of the year. A request to renew shall be made in writing by the TOWNSHIP of Robbinsville. Any such extensions or renewals shall be on the same terms and conditions set forth in this Contract except that the parties may agree to a reasonable adjustment of prices in accordance with N.J.S.A. 40A:11-15.

IX. Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

The bidder to whom the contract has been awarded shall, within the (10) days of the date of notification of award:

- A. Execute and deliver to the TOWNSHIP three (3) copies of the contract.
- B. Furnish proof satisfactory to the TOWNSHIP of the authority of the person or persons executing the contract on behalf of the contractor.
- C. Furnish the required performance guarantee and satisfactory evidence of insurance as required in these specifications. No change orders for delays or increased costs incurred as a result of the failure to submit documents in compliance with the terms and conditions of the specifications and proposal requirements shall be permitted.

When notice of an award is made, the bidder to whom the contract has been awarded will receive affirmative action forms as may be required by information the bidder has supplied on the affirmative action questionnaire. The proposer shall complete the forms and return within three (3) days.

All the terms in this bid in its entirety, along with the specifications, the bid forms and other documents submitted by the bidder, the contract, if awarded by the TOWNSHIP Council, between the bidder and the TOWNSHIP, and the resolution authorizing same, shall constitute the agreement for the proposed work and shall be binding upon all parties in full.

SPECIFICATIONS FOR JANITORIAL SERVICES

AT 1117 US HWY. 130, ROBBINSVILLE, NJ 08691
- POLICE STATION, MUNICIPAL COURT, AND SENIOR CITIZEN CENTER. AT 56 ROBBINSVILLE ALLENTOWN RD., ROBBINSVILLE, NJ 08691 - *PUBLIC WORKS FACILITY.* AT 2298 STATE HWY. 33, ROBBINSVILLE, NJ 08691 - *MUNICIPAL OFFICES*

PURPOSE AND INTENT

The TOWNSHIP of Robbinsville requests bids for janitorial services. The expected services and products are described in this RFP. The intent of this RFP is to award a contract to that responsive and responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the TOWNSHIP in accordance with the New Jersey Local Public Contract Laws. **The contract shall be awarded for a period of 12 (twelve) months, from January 1st, 2019, through December 31st, 2019.** Bidders shall have three years' experience providing similar services.

- This contract will be awarded for 2019 season. Upon mutual agreement between the Contractor/Vendor and TOWNSHIP, an option to renew for up to 2 additional years shall be considered, prior to the end of the year. A request to renew shall be made in writing by the TOWNSHIP of Robbinsville.

SITE VISIT

There are five buildings covered under the contract:

- 1117 US HWY 130 - Police Station, Municipal Court Trailer, and Senior Center
- 56 Robbinsville-Allentown Road - Public Works Department
- 2298 State Highway 33 - Municipal Offices

It is **STRONGLY SUGGESTED** that all bidders perform a walk-through inspection of each site with the Public Works Director, or his designee, to ensure complete understanding of the scope of work and expectations. Bidders shall contact the Public Works Director, Dino Colarocco, or his designee, at (609) 259-0422 to schedule this visit.

A qualified supervisory representative shall meet weekly with Contract Manager, Dino Colarocco, or his designee during business hours of 7:00 A.M. and 3:00 P.M.

Custodians will always be required to wear a matching uniform with the company name and a company issued photo laminated ID card to be worn in plain view.

The contractor must perform a Criminal Background Check on each potential employee and provide reports to the Contract Manager.

LOCATIONS

Robbinsville TOWNSHIP Police Station, 1117 US HWY 130, Robbinsville, NJ 08691: 7,500 Square Feet - (includes all occupied areas) 4 Bathrooms, 1 Kitchenette, 3 Holding Cells.

Robbinsville Municipal Court, 1117 US HWY 130, Robbinsville, NJ 08691: 2,900 Square Feet - (includes all occupied areas) 3 Bathrooms.

Robbinsville Senior Center, 1117 US HWY 130, Robbinsville, NJ 08691: 11,300 Square Feet - (includes all occupied areas) 4 Bathrooms and 1 Kitchen, and 1 Kitchenette.

Robbinsville Public Works Department, 56 Robbinsville Allentown Rd., Robbinsville, NJ 08691: 1,800 Square Feet (office, break room & locker area only), 2 bathrooms, and 1 Kitchenette.

Robbinsville Municipal Offices, 2298 State Hwy. 33. Robbinsville, NJ 08691: 15,000 Square Feet, 3 Bathrooms, 1 Kitchen.

UNSATISFACTORY PERFORMANCE

All work shall be supervised by the Contractor's personnel who will co-ordinate efforts with the TOWNSHIP. The TOWNSHIP shall monitor the services provided and if found to be unsatisfactory, work shall be performed at no additional cost to the TOWNSHIP. The uncompleted work **must** be performed by the Custodian the following day.

EQUIPMENT

The Contractor shall be required to furnish the TOWNSHIP with a list of equipment / chemicals to be used in the execution of this contract and agrees to upgrade such equipment should it be necessary to do so by mutual consent with the TOWNSHIP. Faulty equipment must be replaced within one day. The TOWNSHIP

shall not be liable or responsible in any way for the loss of equipment stored in any TOWNSHIP Facility. Equipment required to perform tasks as per the bid specifications must include, but may not be limited to, the following items:

1. Vacuums
2. Mops and buckets
3. Steam Cleaner
4. Base Cove and Corner Cleaning Equipment
5. Floor Polishers and Buffing Equipment (Option)
6. Rug Shampooers (Option)
7. Brushes for Floor Cleaning
8. Squeegees for Window Cleaning (Option)
9. Brooms
10. Plungers & Bowl Brushes
11. Dusting Equipment
12. Sufficient Towels & Cleaning Rags to use clean and Different rags for cleaning bathrooms, kitchens, etc.
13. Latex gloves for Employees

Any property damage resulting from contractor's negligence must be repaired and/or replaced by the TOWNSHIP; the expense for such work will be deducted from the monies due the contractor.

The Contractor shall at all times comply with the NEW JERSEY RIGHT TO KNOW ACT, including ensuring proper labeling of all containers of potentially hazardous materials, and furnishing Material Safety Data Sheets (MSDS) as required.

THE MINIMUM SALARY FOR CUSTODIANS MUST MEET THE REQUIRED NEW JERSEY MINIMUM WAGE RATE.

The following are designated TOWNSHIP holidays and excluded from the work schedule:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Veterans Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Good Friday | Christmas Day |
| Memorial Day | |
| Independence Day | |

RECYCLING POLICY

The Contractor shall contact **Patrick Cane of the MCIA at (609) 278-8083** of the Mercer County Improvement Authority with regard to the County of Mercer's Recycling Ordinance. Recyclables shall be source separated and not commingled with other solid waste.

INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor in every respect and not an agent of the TOWNSHIP. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the as well as for any claims made by or on behalf of the Contractor's agents, servants and employees arising out of their employment or work pertaining to the performance of this Contract.

INDEMNIFICATION

The Contractor shall accept the full responsibility for and shall defend, indemnify and hold harmless Robbinsville TOWNSHIP, its officials, officers, employees, and agents from all claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this Contract as well as for any claims made by or on behalf of Contractor's agents, servants, and/or employees arising out of their employment or work pertaining to the operation under this Contract; moreover Contractor shall at all times defend, indemnify and hold the TOWNSHIP, its elected officials, officers, and/or employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorney and witness fees, and expenses incident thereto, arising out of or in connection with the execution or performance of this Contract. Contractor shall be an independent contractor at all times and in every respect and not the agent of the TOWNSHIP. Nothing contained herein and no direction or notification from the TOWNSHIP, the Project Manager, or his /her designee to the Contractor shall imply the creation of a partnership, joint venture or agency relationship between the parties herein.

BONDING OF EMPLOYEES

Employees employed by the Contractor at TOWNSHIP facilities are required to be bonded. Bonding shall be in the amount of \$50,000. The Bonding Company shall be authorized to do business in the State of New Jersey. Any and all fees for the Bonding of ALL Contractors' employees at TOWNSHIP facilities are the responsibility of the Contractor.

SCOPE OF WORK

The contractor will have direct responsibility for the completion and quality of janitorial services within the buildings. The contractor may provide janitorial services directly with his own staff.

CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for the provision of all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.

GENERAL AND OFFICE SPACE

All offices, hallways, foyers, stairways, closets, meeting rooms, conference rooms, lounges, copy rooms, mechanical rooms, electrical rooms, storage rooms, including all finished space that has painted walls and tile, carpet or other finished floor. This includes foyers, entrances, exits, and stairwells. This includes all levels and all floors of all buildings.

KITCHEN AND COUNTER

All lunch rooms, kitchens, counter areas and meeting areas where food is served shall be cleaned on a daily basis.

REST ROOMS

All rest rooms shall be cleaned on a daily basis.

GENERAL SITE INFORMATION

TOWNSHIP WORKING HOURS

Normal daytime working hours are between 7:30 AM and 4:30 PM.

CONTRACTOR WORKING HOURS

The TOWNSHIP will control signing in and out. Signing in or out for someone other than themselves, or with an incorrect time will be reported to the Contract Supervisor and the TOWNSHIP.

All work at the Senior Center, Police Station, Municipal Court, and Public Works shall be performed between the hours of 7:00 AM AND 3:30 PM. All work at the Municipal Offices shall be performed between the hours of 3:00 PM AND 6:00 PM, Monday through Friday. NO WEEKENDS AS SPECIFIED.

LOCATIONS

POLICE STATION, COURT, SENIOR CENTER and PUBLIC WORKS

Contractor shall provide one full time day custodian from 7:00 AM through 3:30 PM, Monday through Friday, to maintain the following locations:

Robbinsville TOWNSHIP Police Station, 1117 US HWY 130, Robbinsville, NJ 08691: 7,500 Square Feet - (includes all occupied areas) 4 Bathrooms, 1 Kitchenette, 3 Holding Cells.

Robbinsville Municipal Court, 1117 US HWY 130, Robbinsville, NJ 08691: 2,900 Square Feet - (includes all occupied areas) 3 Bathrooms.

Robbinsville Senior Center, 1117 US HWY 130, Robbinsville, NJ 08691: 11,300 Square Feet - (includes all occupied areas) 4 Bathrooms and 1 Kitchen, and 1 Kitchenette.

Robbinsville Public Works Department, 56 Robbinsville Allentown Rd., Robbinsville, NJ 08691: 1,800 Square Feet (office, break room & locker area only), 2 bathrooms, and 1 Kitchenette.

MUNICIPAL OFFICES

Contractor shall provide sufficient staff to clean this location, as specified, between the hours of 3:00 PM and 6:00 PM, Monday through Friday:

Robbinsville Municipal Offices, 2298 State Hwy. 33. Robbinsville, NJ 08691: 15,000 Square Feet, 3 Bathrooms, 1 Kitchen.

SECURITY CLEARANCE

As a condition of employment and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all cleaning personnel assigned to work at the TOWNSHIP Buildings.

The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all cleaning personnel it may assign to work at all locations. The contractor shall not permit any newly hired, re-hired or transferred cleaning personnel to work in a facility until the SIB has furnished the results of the criminal history record background check to the vendor.

The contractor will be required to retain the results of an individual's criminal history background check as long as that person is assigned to this contract. The results of the criminal history background check will be made available to the Contract Manager by the contractor upon request.

The contractor must ensure that all of his personnel and the personnel of any subcontractor observe all regulations in effect including security sign-in / sign-out procedures. Under no circumstances will the contractor or its personnel represent themselves as employees of the TOWNSHIP. The above mentioned sign-in procedure and sign-in sheet will be the official record of employees for all purposes of this contract. This shall be used by the Contract Manager for contractor employee and work verification purposes.

The contractor must develop and maintain an ongoing and current written list of all contractor's personnel used on the contract. This list must be updated and supplied in writing to the Contract Manager at least twenty - four (24) hours before a new employee reports for work. This list must include a current active list of the "pool" of back-up employees required under the various staffing requirements of this RFB. It must include the employee's full name, and date of birth. When new personnel are assigned, this information must be given to the Contract Manager immediately and clearly identified as an update to the initial list. The contractor shall undertake and receive the results of the criminal history record background check for all cleaning personnel prior to submitting the updated list to the Contract Manager for approval and therefore, before assigning the employee to work.

Any contractor's employee reporting to work without a uniform and company identification badge will not be permitted to remain in the building. Any such employee will not be considered to be in attendance for purposes of meeting the mandatory minimum total cleaning hours. The contractor is responsible for replacement of the employee as soon as possible or within one (1) hour from the required "pool" of employees with pre-approved security clearances. The contractor is fully responsible for the conduct of their employees on TOWNSHIP premises.

CLEANING RELATED REQUIREMENTS

All areas are to be considered office type space. The contractor must furnish all of the necessary supervisory, labor and criminal history background checks for all cleaning personnel. The contractor must furnish the necessary equipment, materials and supplies required to provide janitorial services as described in the request for bid. The TOWNSHIP shall furnish hand- soap, paper towels, toilet tissue, sanitary napkins and trash can liners. The Contractor shall furnish and provide for all other cleaning supplies and equipment necessary for the proper execution of this contract such as but not limited to waxes, strippers, cleaners, buffers, vacuum cleaners, mops and buckets.

MINIMUM REQUIREMENT FOR CLEANING PRODUCTS

The Contractor shall provide all materials, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. This shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, sanitizers, germicides window cleaning chemicals, bleach, floor care cleaners protective coatings, etc.

All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use. All floor finishes, floor sealer, floor stripper, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, defoamer, spotter, metal and wood polishes, etc. must be registered with the United States Department of Agriculture. Contractor's employees must use protective gloved clothing when using (harsh) skin-irritating chemicals. All equipment used in the cleaning operation of the TOWNSHIP buildings must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be allowed to be used. MSDS Sheets shall be provided for all cleaning supplies used.

RECYCLING

Contractor must collect recyclables separately from trash from each office/ location. Recyclables must be disposed of in the proper recycling dumpster. Recycling dumpsters are located outside of each building.

LEVEL OF CLEANLINESS FOR ALL TASKS

The contractor must provide cleaning as thoroughly and frequently as specified. The contractor must supply the mandatory hours specified. Failure to meet the level of cleanliness standards shall lead to formal complaints and possible cancellation of the contract.

The level of cleanliness must meet the minimum acceptable standards as indicated below:

- 1) Clean, Dust or Damp Wipe: Free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains, watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.

- 2) Wipe Dry: Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.

- 3) Sweeping and Damp Mopping: All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or next to radiators, on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.

- 4) There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter is to be removed by spot cleaning.

5) Sweeping and Scrubbing: The floors and stairs shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Scrubbing shall be performed by machine. Edges, corners, and stair treads must be clean and free of dirt, debris and build up, hand scrubbing may be required. Stair treads must be free of any wax, treads cannot be slippery. Properly rinsed and dry mopped to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean. All other non-carpeted floors without specific instructions, shall be stripped, use wet dry vac to remove stripping, rinsed twice, sealed and apply four coats of high quality non-slip floor finish. The floors shall be buffed to a uniform luster. Clean residue from walls, kick plates, edges and baseboards.

6) Vacuum: Thoroughly clean dust and dirt from complete carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.

7) Metal Polishing: Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards.

8) Sinks, Urinals and Toilets: Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any buildup of matter. Free of odor.

9) Window Washing and Glass Cleaning: **(Option)** All windows and glass shall be cleaned inside and out and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.

10) Spot Cleaning: All walls, floors, carpet, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter. Cleaned area must blend into surrounding area. Floors & Stains must be cleaned with Carpet Cleaner or cleaned with Steam Cleaning Machine.

11) Floor Buffing: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter. Floor should be buffed to a uniform shine.

12) Floor Stripping and waxing: **(Option)** Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish and old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface. Floor should have a uniform shine.

13) Cleaning Blinds: All blinds are to be free of all dirt, debris, smudges, stains and streaks. Cords and ropes are to be clean and free of all dirt, debris, smudges and stains.

14) Computer and other electronic/electric office equipment: Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.

REGULARLY SCHEDULED DAILY TASKS

DAILY TASKS DEFINED – (every day)

- 1) Empty all trash receptacles and ash urns. Replace trash liners. Damp wipe receptacles. Wash trash receptacles and ash urns as needed to ensure no odor and clean appearance.
- 2) Pick up all litter.
- 3) Rest Rooms

Frequency - Daily

- 1) Scour and scrub the entire seat, toilet and urinal with fresh solution of germicidal cleaner. Wash all metal surfaces including handles with fresh solution of germicidal cleaner and wipe dry.
- 2) Scour and scrub the entire sink and shower with fresh solution of germicidal cleaner. Wash all sink fixtures with fresh solution of germicidal cleaner and wipe dry.
- 3) Wash the disposal receptacles within the toilet stalls with a fresh solution of germicidal cleaner and wipe dry. Replace used liners.
- 4) Sweep and wash all floors with fresh solution of germicidal cleaner. Remove all marks by spot scrubbing.
- 5) Wash and polish mirrors. Dust all mirrors ledges.
- 6) Fill, damp wipe with a fresh solution of germicidal cleaner and wipe dry all dispensers for paper, soap and personal products. Unclog all soap dispensers of interior soap build up. Spilled soap or stains should be cleaned as needed.
- 7) Damp-wipe all toilet partitions with a fresh solution of germicidal cleaner and wipe dry. Remove all marks by spot scrubbing.

8) Spot clean all walls. Clean all spots and marks.

9) Remove all trash. Damp-wipe or, if needed wash receptacles with a fresh solution of germicidal cleaner and wipe dry. Replace all used liners with TOWNSHIP provided liners. Ensure no odor and clean appearance.

10) Dust any furniture and damp wipe all windowsills, horizontal surfaces and ledges.

11) Pour a small bucket of clean water down the floor drain.

Kitchen, Counter Areas and Meeting Rooms Serving Food

Frequency - Daily

1) Scour and scrub sink with disinfectant cleanser. Scrub counter tops with disinfectant cleaner.

2) Sweep and then damp mop all vinyl and tile floors with disinfectant cleaner. Spot scrub any stains or marks. Vacuum and spot clean all carpets and mats.

3) Damp wipe and spot clean the walls, cabinets, exterior of refrigerators and appliances.

Offices

Frequency - Daily

1) Dust all wood, vinyl and plastic furniture, lamps and accessories. All open spaces on desks and conference tables are to be thoroughly cleaned using a cloth to wipe clean all dust. Marks and rings shall be cleaned with a water dampened cloth. (No chemically treated cloths allowed).

2) Damp wipe all horizontal surfaces, ledges and windowsills. Clean and disinfect all telephones and doorknobs.

3) Dust all wall surfaces, diffusers and blinds as needed. Spot clean all smudges, spots and marks using manufacturer's recommendations.

4) Dust with feather duster all office equipment. No cloth dusting allowed on equipment.

5) Thoroughly vacuum all carpets with good commercial upright vacuums with beater bars and brushes using high efficiency filter bags. Backpack vacuums may be used for floor mats, baseboards, edges, chairs, fabric furniture and under desks. Return all chairs, wastebaskets, etc. to the original location. Spot clean any stains on all of the above which may require some shampooing for carpet.

6) Dust and damp mop all non-carpeted floors. Spot scrub marks and stains (no chemically treated mops allowed). Spray and buff floors as needed.

7) Sweep and damp-mop non-carpeted stairways and landings and vacuum carpeted stairways and landings. Dust all railings, ledges and doors.

8) Dust and clean all glass, mirror, metal surfaces and railings.

9) Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners with TOWNSHIP supplied liners. Wash trash receptacles as needed to ensure no odor and a clean appearance. Trash is to be moved to the dumpsters located at each building at the end of each cleaning shift.

10) Recycle materials (bottles, cans, cardboard, plastics and mixed paper) are to be placed in separate containers. Recycling receptacles are to be washed as needed to ensure no odor and a clean appearance. Recycle materials must be placed in the dumpsters located at each building at the end of each cleaning shift.

11) Dust, damp-wipe and spot-clean all interior and exterior surfaces of public telephone booths. Damp-mop floors. Sanitize all telephones. Clean all glass of all film and streaks.

12) Wipe and sanitize all surfaces of drinking fountains. Clean/clear nozzle. Wipe dry and shine.

13) Damp-wipe, spot-clean and sanitize all dining tables and chairs.

14) Clean and remove all dirt and streaks by spray wiping interior glass surfaces including doors, windows and mirrors.

FORMAL COMPLAINTS

A formal complaint shall be filed with the contractor if there is a deficiency in the work specified. Once received, the contractor shall have 24 hours to remediate the issue or the contractor shall be deemed "non-compliant". If deficiency is not corrected within the 24 hour period, it shall be deemed one (1) formal complaint.

For purposes of this contract, repeated use of the complaint procedure will be defined as three (3) findings against the contractor by the TOWNSHIP within any one (1) year. The three (3) formal complaints may involve one or more of the locations covered under this contract.

When a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure, the TOWNSHIP may terminate the contract upon 10 days' notice to the contractor with an opportunity to respond.

CONTINUITY OF SERVICE DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Robbinsville TOWNSHIP.

VENDOR EMERGENCY COMPLIANCE (circle one)

YES NO

**SPECIFICATIONS FOR JANITORIAL SERVICES FOR
1117 US HWY 130; POLICE DEPARTMENT, MUNICIPAL COURT
CONTACT PERSON:
DINO COLAROCCO (609) 259-0422**

SCOPE OF WORK

The area of the Police Dept. & Municipal Court is approximately 10,400 square feet.

1. Trash Removal

- (A) All office and public trash cans shall be emptied **daily** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied daily and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All offices and entranceways shall be vacuumed **daily**.
- (B) All desk areas including kneeholes and under pedestals where accessible shall be vacuumed **daily**.
- (C) Chairs and trashcans shall be moved when vacuuming.
- (D) Entrance mats shall be **vacuumed daily**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **daily**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **daily**. The use of vacuuming cleaners with HEPA filters will eliminate the need for much dusting and should be considered for this job.

3. Floors

- (A) Corridors, lobby areas, steps and landings shall be mopped **daily**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **daily**.
- (C) Spray buff corridors and all elevator, tile and terrazzo floors **as needed**, removing all scuff marks from the floors.

4. Miscellaneous

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be **dusted daily** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **daily** with an approved disinfectant.
- (C) **High surfaces shall be dusted weekly.**
- (D) Water fountains shall be wiped clean and sanitized **daily**.
- (E) Windows sills, railings and framework and ledges shall be cleaned weekly.
- (F) Upholstered furniture shall be brushed clean **weekly**.
- (G) All glass doors shall be cleaned **daily**. Interior and exterior doors shall be cleaned **daily**.
- (H) Partition glass shall be completely cleaned **daily**.
- (I) Shampoo all carpets (option-as directed).
- (J) Any noticeable stains on desks or counters will be cleaned with a disinfectant spray.

5. Rest Rooms

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **daily**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **daily** with disinfectant cleaner.
- (D) All mirrors shall be cleaned **daily**.
- (E) Toilets and urinals shall be scrubbed **daily** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **daily** with a disinfectant cleaner.
- (F) Water stains shall be removed **daily** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **daily**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

**SPECIFICATIONS FOR JANITORIAL SERVICES FOR
1117 US HWY 130;
SENIOR CENTER
CONTACT PERSON:
DINO COLAROCCO (609) 259-0422**

SCOPE OF WORK

The area of the Senior Center is approximately 11,300 square feet.

1. Trash Removal

- (A) All office and public trash cans shall be emptied **daily** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied **daily** and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All offices and entranceways shall be vacuumed **daily**.
- (B) All desk areas including kneeholes and under pedestals where accessible shall be vacuumed **daily**.
- (C) Chairs and trashcans shall be moved when vacuuming.
- (D) Entrance mats shall be vacuumed **daily**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **daily**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **daily**. The use of vacuuming cleaners with heap filters will eliminate the need for much dusting and should be considered for this job.

3. Floor

- (A) Corridors, lobby areas, steps and landings shall be mopped **daily**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **daily**.
- (C) Spray buff corridors and all elevator, tile and terrazzo floors **as needed** removing all scuff marks from the floors.

4. **Miscellaneous**

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be dusted **daily** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **daily** with an approved disinfectant.
- (C) **High surfaces shall be dusted weekly.**
- (D) Water fountains shall be wiped clean and sanitized **daily**.
- (E) Windows sills, railings and framework and ledges shall be cleaned **weekly**.
- (F) Upholstered furniture shall be brushed clean weekly.
- (G) All glass doors shall be cleaned daily. Interior and exterior doors shall be cleaned **daily**.
- (H) Partition glass shall be completely cleaned **daily**.
- (I) Any noticeable stains on desks or counter will be cleaned with a disinfectant spray.

5. **Rest Rooms**

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **daily**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **daily** with disinfectant cleaner.
- (D) All mirrors shall be cleaned **daily**.
- (E) Toilets and urinals shall be scrubbed **daily** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **daily** with a disinfectant cleaner.
- (F) Water stains shall be removed **daily** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **daily**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

6. **ADDITIONAL CLEANING INSTRUCTIONS SPECIFIC TO THE SENIOR CENTER:**

DO FLOORS FIRST THING IN MORNING. (7:00 A.M.)

DO DAILY OR AS INSTRUCTED BELOW:

- **DUST AND DAMP MOP LAMINATE FLOOR IN MULTI-PURPOSE ROOM**
 - Move chairs to dust and damp mop under tables.
 - The stage floor and ramp - dust and damp mop on a monthly basis.
- **SWEEP AND WASH TILE FOYER AREA ENTRANCE TO MULTI-PURPOSE ROOM/AUTOMATIC DOORS**
- **REMOVE MAT BY AUTOMATIC DOORS TO SWEEP AND CLEAN MAT**
- **SWEEP AND WASH BATHROOM FLOORS:** (Both areas of Senior Center, total bathrooms 4)
- **ARTS/CRAFTS ROOM FLOOR**
 - Move all chairs to sweep and wash under tables.
- **SWEEP AND WASH TV/LOBBY AREA OF THE FRONT OF SENIOR CENTER**
- **CLEAN BATHROOMS:** (Both areas of Senior Center, total bathrooms 4)
 - Clean and disinfect toilets and urinals
 - Put drain cleaner in floor drains in all bathrooms once a month
 - Clean and disinfect sinks and counters
 - Clean mirrors with window cleaner
 - Refill paper towels, toilet tissue and soap dispensers
 - Empty ladies napkin disposal (in walls in both women's bathrooms) replace daily the plastic bag in napkin disposal
 - Clean and polish stainless steel
- **EMPTY TRASH AND CHANGE LINERS DAILY:**
 - Kitchen, all 4 bathrooms, office, arts and crafts room and waste basket next to copy machine in hallway. The dumpster for trash is outside the side entrance (automatic doors) of the Senior Center. After lunch change liners and dispose of garbage in both main office and office in exercise room.

- **RETURN TO SENIOR CENTER 2:00 2:30 P.M TO TAKE OUT NUTRITION AND OFFICE TRASH AND RECYCLABLES. RECYCLABLES ARE NOT TO BE STORED IN MECHANICAL ROOM. SWEEP AND WASH KITCHEN FLOOR AFTER KITCHEN STAFF LEAVES FOR THE DAY. If time permits, this time can be used to do other cleaning/dusting in the Senior Center.**

MONDAY AND THURSDAY:

TV/ LOBBY AREA, ARTS AND CRAFTS ROOM, CARD ROOM,GAME ROOM, OFFICE AND EXERCISE AND COMPUTER ROOM:

- Vacuum all carpeted areas
- Clean and disinfect water fountains (2) (multi-purpose room and TV lobby area)
- Remove magazines from tables and magazine racks in lobby area and dust
- Dust book shelves in main lobby area
- Clean computer screens, printers and keyboards in computer room.
- Clean glass in doors to both lobby area entrances
- **TWICE A MONTH:** Dust and clean pool tables and ping-pong tables
- **ONCE A WEEK:** dust office bookshelves, file cabinets, desks and computer screens, printers and keyboards
- **EVERY FRIDAY: ALL RECYCLABLES MUST BE OUT FOR MONDAY PICK-UP. RECYCLABLES SHOULD BE TAKEN OUT DAILY. RECYCLABLES MUST NOT BE STORED IN MECHANICAL ROOM.**
-

MONTHLY:

- Change screens in urinals
- Dust air vents
- Wipe down chair railings and window sills in all rooms

OUTSIDE AREA SURROUNDING THE SENIOR CENTER:

BOCCE / AND VOLLEY BALL COURTS:

PICK UP ANY LITTER AND DISPOSE OF AS NEEDED.

EMPTY CIGARETTE STANDS OUTSIDE SENIOR CENTER

**SPECIFICATIONS FOR JANITORIAL
SERVICES FOR
ROBBINSVILLE PUBLIC WORKS DEPARTMENT:
CONTACT PERSON: DINO COLAROCCO
(609) 259-0422**

SCOPE OF WORK

The area of this complex is approximately 1,800 square feet. There are 2 bathrooms.

1. Trash Removal

- (A) All office and public trash cans shall be emptied **daily** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied **daily** and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All offices and entrance ways shall be vacuumed **daily**.
- (B) All desk areas including kneeholes and under pedestals where accessible shall be vacuumed **daily**.
- (C) Chairs and trash cans shall be moved when vacuuming.
- (D) Entrance mats shall be vacuumed **daily**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **daily**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **daily**. The use of vacuuming cleaners with hepa filters will eliminate the need for much dusting and should be considered for this job.

3. Floors

- (A) Corridors, lobby areas, and locker room shall be mopped **daily**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **daily**.
- (C) Spray buff corridors and all tile and terrazzo floors **as needed** removing all scuff marks from the floors.

4. **Miscellaneous**

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be dusted **daily** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **daily** with an approved disinfectant.
- (C) **High surfaces shall be dusted weekly.**
- (D) Eye Wash Station shall be wiped clean and sanitized **daily**.
- (E) Windows sills, railings and framework and ledges shall be cleaned **weekly**.
- (F) Upholstered furniture shall be brushed clean **weekly**.
- (G) All glass doors shall be cleaned **daily**. Interior and exterior doors shall be cleaned **daily**.
- (H) Partition glass shall be completely cleaned **daily**.
- (I) Any noticeable stains on desks or counters will be cleaned with a disinfectant spray.

5. **Rest Rooms**

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **daily**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **daily** with disinfectant cleaner.
- (D) All mirrors shall be cleaned **daily**.
- (E) Toilets and urinals shall be scrubbed **daily** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **daily** with a disinfectant cleaner.
- (F) Water stains shall be removed **daily** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **daily**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

6. **Shop Area**

- (A) Mechanics sink shall be cleaned **daily** and scrubbed **weekly** to prevent grease and dirt buildup.
- (B) Area outside of locker room door, office door, and stairs shall be swept **weekly**.

SPECIFICATIONS FOR JANITORIAL SERVICES
2298 ROUTE 33; MUNICIPAL BUILDING
CONTACT PERSON:
DINO COLAROCCO (609) 259-0422

SCOPE OF WORK

The area of the Municipal Building is approximately 15,000 square feet. Work shall be performed between 3:00 PM – 6:00 PM

1. Trash Removal

- (A) All office and public trash cans shall be emptied **nightly** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied **nightly** and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All hallways and entranceways shall be vacuumed **nightly**.
- (B) All offices and desk areas including knee-holes and under chairs where accessible, shall be vacuumed **Tuesdays and Thursdays**. (Obvious dirt and debris should be cleaned if necessary, regardless of day.)
- (C) Chairs and trashcans shall be moved when vacuuming.
- (D) Entrance mats shall be **vacuumed nightly**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **nightly**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **nightly**. The use of vacuuming cleaners with HEPA filters will eliminate the need for much dusting and should be considered for this job.

3. Floors

- (A) Corridors, lobby areas, steps and landings shall be mopped **nightly**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **nightly**.
- (C) Spray buff all tile or terrazzo floors as needed, removing all scuff marks from the floors.

4. Miscellaneous

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be **dusted on Mondays, Wednesdays and Fridays** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **on Mondays, Wednesdays and Fridays** with an approved disinfectant.

- (C) **High surfaces shall be dusted weekly.**
- (D) Water fountains shall be wiped clean and sanitized **nightly**.
- (E) Windows sills, railings and framework and ledges shall be cleaned weekly.
- (F) Upholstered furniture shall be brushed clean **weekly**.
- (G) All glass doors shall be cleaned **nightly**. Interior and exterior doors shall be cleaned **nightly**.
- (H) Partition glass shall be completely cleaned **nightly**.
- (I) Any noticeable stains on desks or counters will be cleaned with a disinfectant spray.

5. Rest Rooms

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **nightly**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **nightly** with disinfectant cleaner. (D) All mirrors shall be cleaned **nightly**.
- (E) Toilets and urinals shall be scrubbed **nightly** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **nightly** with a disinfectant cleaner.
- (F) Water stains shall be removed **nightly** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **nightly**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

6. Timing of Duties

- (A) The duties described above will be performed in a manner not to disrupt the normal course of business during normal business hours of 7:30 AM to 4:30 PM. If a vendor is asked not to enter a particular office to perform the action they are going there to do, the vendor should ask when an appropriate time would be to return. For example, if someone is on the phone, the vendor may be asked not to vacuum at that time. This does not authorize the vendor not to vacuum at all. The vendor should return and attempt to perform the action when convenient.

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF ROBBINSVILLE

JANITORIAL SERVICES FOR:

THE ROBBINSVILLE TOWNSHIP POLICE DEPARTMENT, COURT FACILITY, SENIOR CITIZEN CENTER, PUBLIC WORKS DEPARTMENT, and MUNICIPAL OFFICES

The bid document is to be returned in the exact same page order that it was received in.

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required with Submission Of Bid:

Initial each item
Submitted with Bid
(Initial each item)

(TOWNSHIP's checkmarks)

√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be a cause for the bid to be rejected.

(N.J.S.A. 40A:11-23.1b.)

Required with
submission of bid
(TOWNSHIP's
checkmarks)

Initial each item
submitted with
bid (Bidder's
initials)

Required with
submission of bid
(TOWNSHIP's
checkmarks)

Initial each item
submitted with
bid
(Bidder's
initials)

√	A Business Registration Certificate	
√	Bidder's Qualification Sheet	
√	Checklist of required documents signed below	
√	Experience Sheet	
√	Corporate Disclosure Statement	
√	American with Disabilities	
√	Investment Activities in Iran	

√	Affirmative Action Requirements	
	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
√	Resolution of Authorization if Bidder is a Corporation	
	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
	Corporate Resolution (if applicable)	
√	A Bid Proposal Form	

The following items, as checked, shall be required after award of the contract:

Performance Bonds	_____
Certification of Insurance	_____√_____
Signed Contracts/Purchase Order	_____√_____
Maintenance Bond	_____
State Public Works Contractors Registration	_____√_____

SIGNATURE: **The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package**

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

Robbinsville TOWNSHIP, Mercer County

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

BIDDER'S QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

EXPERIENCE SHEET & JOB REFERENCES

NOTE: The bidder is required to submit below detailed evidence that he/she is a competent organization which has constructed work similar in amount, value, cost character and proportions, and the necessary financial resources to perform the work in a satisfactory manner.

Year	Type of Work	Contract Amount	Name & Address of TOWNSHIP (other organization) & References

BIDDER

BY

TITLE

**STATEMENT OF OWNERSHIP (OWNERSHIP
DISCLOSURE CERTIFICATION)**

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

**This Statement Shall Be Included
with
All Bid and Proposal
Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**O
R**

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

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

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 2

_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

TOWNSHIP OF ROBBINSVILLE

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____

(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age, being duly

sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(Title or position)

(Name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with

(Title of bid proposal)

full authority to do so 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 _____ relies upon the truth of the statements contained in

said Proposal (name of contracting unit)

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

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

TOWNSHIP OF ROBBINSVILLE
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT (42 U.S.C. 812101 at 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 TOWNSHIP 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, servant employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP of Robbinsville in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP of Robbinsville grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP of Robbinsville which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP of Robbinsville or if the TOWNSHIP of Robbinsville 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 TOWNSHIP of Robbinsville 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 proceedings is brought against the TOWNSHIP of Robbinsville or any of its agents, servants, and employees, the TOWNSHIP of Robbinsville shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP of Robbinsville or its representatives.

It is expressly agreed understood that any approval by the TOWNSHIP of Robbinsville 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 TOWNSHIP of Robbinsville pursuant to this paragraph.

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

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

TOWNSHIP OF ROBBINSVILLE

AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete this questionnaire. In the event that you/your firm is awarded this contract, the necessary forms will be sent to you. This form **MUST** be submitted with the Bid Proposal.

1. Our Company has a federal affirmative action plan approval.

Yes _____ No _____

2. Our Company has a State Certificate of Employee Information Report Approval.

Yes _____ No _____

3. If you do not have one of the above approvals, indicate whether you have:

_____ More than 50 employees.

_____ Less than 50 employees.

4. I have more than 50 employees; please send us an Affirmative Action Form for our completion.
(AA 302 — Affirmative Action Employee Information Report)

_____ (Check here if applicable.)

5. I have fewer than 50 employees; please send an affidavit for my completion.

_____ (Check here if applicable.)

The bidder to whom the contract has been awarded shall, within seven (7) days in the case of the notification of construction awards and within three (3) days in the case of notification of procurement and service awards, execute and submit any affirmative action forms in compliance with P/L: 1975, c.127.

I HEREBY CERTIFY that the above information is correct to the best of my knowledge. The vendor below will comply with all applicable affirmative action requirements.

(PLEASE PRINT OR TYPE)

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

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 et seq.

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, the contractor will ensure that equal employment opportunity is afforded to such applicants at 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 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.

EXHIBIT A (Cont.)

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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report form (AA302) must be submitted at the time of Award. If the vendor/contractor does not submit one of these three (3) documents within the required time period the TOWNSHIP may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the TOWNSHIP must declare the vendor/contractor as being non-responsive and award the contract to the next lowest responsible bidder.

IMPORTANT: This form must be completed by Bidder.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non- employees.

For those wishing the complete context of the EEOC Guidelines, contact the Office of Economic Development and Sustainability at 609-989-6555, 640 South Broad Street, Trenton, NJ 08650-0068.

ROBBINSVILLE TOWNSHIP'S POLICY ON SEXUAL HARASSMENT

Anti-Sexual Harassment Policy

It is Robbinsville TOWNSHIP's policy to prohibit sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The TOWNSHIP prohibits sexual harassment from occurring in the workplace or at any other location at which Robbinsville TOWNSHIP sponsored activity takes place. Sexual harassment of non-employees by our employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly in exchange for a benefit;
- Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or other appropriate person. See the Employee Complaint Policy located in the Policy and Procedures Manual.

Harassment of Robbinsville TOWNSHIP employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor. Appropriate action will be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Robbinsville TOWNSHIP generally. The Robbinsville TOWNSHIP cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them. Violation of this sexual harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

“Whistle Blower” Policy

Employees have the right under the “Conscientious Employee Protection Act (CEPA)” to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood this letter will be included in the employee’s official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

Robbinsville TOWNSHIP shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, or the Business Administrator, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;

- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or

- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the Business Administrator, However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergent in nature. Employees are encouraged to complain in writing using the Employee Complaint form. See Employee Complaint Policy. Under the law, the employee must give the TOWNSHIP a reasonable opportunity to correct the activity, policy or practice. The administration of whistle blower complaints is not subject to the limitations in the Grievance Policy.

I have read and understand the policies stated above regarding the “Anti-Sexual Harassment, and Whistle Blower” policies and agree to comply with both.

NAME _____ TITLE _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

DATE _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of Robbinsville TOWNSHIP in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and hold harmless the TOWNSHIP from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any TOWNSHIP regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The TOWNSHIP attorney will make this determination.

In all cases where a Certificate of Insurance is required, Robbinsville TOWNSHIP is to be named as an additional insured and named as the certificate holder as follows: "TOWNSHIP of Robbinsville, 1 Washington Blvd., Suite 5, Robbinsville, NJ 08691." The Certificate shall contain a 30-day notice of cancellation.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the TOWNSHIP from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the TOWNSHIP. This indemnification clause includes any and all claims and costs of same against the TOWNSHIP except for the sole negligence of the TOWNSHIP pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the TOWNSHIP involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the TOWNSHIP, hereby waives all claims against the TOWNSHIP for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the TOWNSHIP exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

Date: _____

Signature: _____

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 contracting 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.

TOWNSHIP OF ROBBINSVILLE

BIDDER'S LIST OF REFERENCES

Contract for which bid submitted _____

<u>Reference Name</u>	<u>Nature of Contract</u>	<u>Address/Phone</u>	<u>Contact Person</u>
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Proposer's Signature: _____

Date: _____

TOWNSHIP OF ROBBINSVILLE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Robbinsville is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township of Robbinsville to notify the Township of Robbinsville in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Township of Robbinsville and that the Township of Robbinsville at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

APPENDIX A
RFP EVALUATION CRITERIA

(Points for each evaluation category will be provided at the bid opening)

I. UNDERSTANDING THE REQUESTED WORK

Demonstrates clear understanding	Does not demonstrate clear understanding	Proposal points are adequately defined	Proposal is clear readable & precise
Completeness and responsiveness to RFP	Does not address major requirements	Proposal absent some non-critical points	Proposal complete & responsive
Compliance with instructions and requests	Does not Comply	Complies Substantially	Complies with all instructions& requests

II. KNOWLEDGE AND TECHNICAL COMPETENCE

Suitability to perform the required tasks	New Performer	Some documented performance	Well proven performance
Quality Assurance/ Quality Control process	Not adequately documented	QA/QC documented but with little oversight	QA/QC documented with adequate oversight
Primary contractor vs subcontracted	More than one subcontractor	Only one subcontractor	Primary contractor will do entire project

III. ABILITY TO COMPLETE THE PROJECT IN A TIMELY MATTER

Scheduling Timeline	Cannot meet schedule	Meets most of Schedule	Meets entire schedule
Personnel and Resources	May not be sufficient	Sufficient for	Dedicated resources
Primary contractor relationship with sub-contractors	Primary contractor has not worked with sub-contractors	Primary contractor has limited experience with subcontractor	No subcontractor or a proven record with subcontractor

IV. MANAGEMENT, EXPERIENCE AND PERSONNEL QUALIFICATIONS

Record of reliability and quality of service	Not documented	Some documentation	Track record of high quality
Experience in performing similar work by employees	Limited experience	Good experience	Exceptional experience

V. COST

Explanation of costs	Costs not explained	Some correlations Provided	Well documented
Cost comparison	Highest Price Range	Middle Price Range	Lowest Price Range
Additional Services	No needed additional services identified	Possible additional services identified	Needed additional services identified

Township of Robbinsville
Bid for Janitorial Services at Various Township Buildings

We the undersigned propose to furnish and deliver the item / service
pursuant to the bid specifications and made part thereof:

<u>Primary Bid Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Monthly Price to Clean 5 Buildings; Police Station, Court, Senior Center, & Public Works, and Municipal Building as per Bid Specifications from January 1, 2019, to December 31, 2019	12	\$ _____	\$ _____
<u>Option # 1</u>			
Strip and wax all floors in all buildings (If and where directed)	4	\$ _____	\$ _____
<u>Option # 2</u>			
Shampoo all carpets in all buildings (If and where directed)	4	\$ _____	\$ _____
<u>Option # 3</u>			
Clean all windows in all buildings (Int. & Ext.) (If and where directed)	4	\$ _____	\$ _____

TOTAL PRIMARY BID PRICE WRITTEN OUT

Bidders Name: _____

Representatives Name: _____

Title: _____ Tax ID #: _____

Signature: _____

Address: _____

Date: _____ Phone: _____

Township of Robbinsville

Bid for Janitorial Services at Various Township Buildings

We the undersigned propose to furnish and deliver the item / service
pursuant to the bid specifications and made part thereof:

<u>Primary Bid Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Monthly Price to Clean 5 Buildings; Police Station, Court, Senior Center, & Public Works, and Municipal Building as per Bid Specifications from January 1, 2020, to December 31, 2020	12	\$ _____	\$ _____
<u>Option # 1</u>			
Strip and wax all floors in all buildings (If and where directed)	4	\$ _____	\$ _____
<u>Option # 2</u>			
Shampoo all carpets in all buildings (If and where directed)	4	\$ _____	\$ _____
<u>Option # 3</u>			
Clean all windows in all buildings (Int. & Ext.) (If and where directed)	4	\$ _____	\$ _____

TOTAL PRIMARY BID PRICE WRITTEN OUT

Bidders Name: _____

Representatives Name: _____

Title: _____ Tax ID #: _____

Signature: _____

Address: _____

Date: _____ Phone: _____

Township of Robbinsville
Bid for Janitorial Services at Various Township Buildings

We the undersigned propose to furnish and deliver the item / service
pursuant to the bid specifications and made part thereof:

<u>Primary Bid Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Monthly Price to Clean 5 Buildings; Police Station, Court, Senior Center, & Public Works, and Municipal Building as per Bid Specifications from January 1, 2021, to December 31, 2021	12	\$ _____	\$ _____
<u>Option # 1</u>			
Strip and wax all floors in all buildings (If and where directed)	4	\$ _____	\$ _____
<u>Option # 2</u>			
Shampoo all carpets in all buildings (If and where directed)	4	\$ _____	\$ _____
<u>Option # 3</u>			
Clean all windows in all buildings (Int. & Ext.) (If and where directed)	4	\$ _____	\$ _____

TOTAL PRIMARY BID PRICE WRITTEN OUT

Bidders Name: _____

Representatives Name: _____

Title: _____ Tax ID #: _____

Signature: _____

Address: _____

Date: _____ Phone: _____