

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for  
the 2021-2022 School Year Bid No.: 01-21/22

**Vineland Public Charter School**

**1480 Pennsylvania Ave.**

**Vineland, NJ 08361**

**Bid Specifications**

Custodial Services for the

2021-2022

School Year

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

## **REQUEST FOR BIDS**

**PUBLIC NOTICE**  
**VINELAND PUBLIC CHARTER SCHOOL**  
**REQUEST FOR BIDS FOR CUSTODIAL SERVICES FOR THE 2021/2022 SCHOOL YEAR**  
**NO.: 01-21/22**  
**March 19, 2021**

NOTICE is hereby given that the Vineland Public Charter School Board of Trustees is soliciting sealed bids for Custodial Services until 2:00 p.m. on April 13, 2021 at the office of the School Business Administrator and on Zoom.

Specifications for bids, as well as Zoom meeting information, may be obtained through email at [mmclintock@cccharters.org](mailto:mmclintock@cccharters.org) from Michael McClintock, Assistant Business Administrator between the hours of 9:00am to 3:00pm.

Upon release of the bid, all communications concerning this information must be directed in writing by email no later than 4:00 pm on April 12, 2021 to the School Business Administrator, who is the only authorized contact person for the bid.

A recommended walk-through meeting is scheduled for April 1, 2021 at 2:00pm at 1480 Pennsylvania Ave., Vineland, NJ 08361.

All bids must be submitted no later than April 13, 2021 at 2:00 p.m.

Bids should be delivered in a sealed envelope and addressed to Michael McClintock, Assistant Business Administrator, be clearly marked “Bid#01-21/22 Vineland Custodial Services”, and submitted to:

Vineland Public Charter School  
Business Office  
1101 Wheaton Ave.  
Millville, NJ 08332.

All bids must be submitted on the bid form contained in the specifications. Bids which are not submitted on such form may be rejected.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 et seq Affirmative Action.

The Board assumes no responsibility for bids mis-mailed or mis-directed. The Vineland Public Charter School reserves the right to accept or reject any and/or all bids.

By order of the Vineland Public Charter School Board of Trustees. Michael McClintock, Assistant Business Administrator.

---

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

**Custodial Services**  
**TECHNICAL SPECIFICATIONS**  
**2021-2022**

**Nature of Services**

**General:** This specification requests the provision of custodial services for a school building.

Specific: This specification requests custodial services such as vacuuming, sweeping, mopping, wiping, dusting, re-supplying, sanitizing, emptying, spraying, moving, polishing, buffing, and unloading and all types of custodial services typically rendered in a school setting.

**Nature of Facilities**

**General:** This specification requests Custodial Services at the following locations:

**Vineland Public Charter School (PreK-8)**

1480 Pennsylvania Ave.,

Vineland, NJ 08361

For 2021-2022 VPCS will house, in total, 406 students in grades PreK-8 along with approximately 40 staff members.

**\*CONTRACTOR RESPONSIBLE FOR CHECKING ALL AREAS IN FIELD AND PRICING ACCORDINGLY.**

Specific: This specification requests the above stated custodial services for all floors in the building including classrooms, offices, stairwells, landings, corridors / halls, windows, interior and exterior doors, fixtures, glass, mirrors, venetian blinds and shades, desks and other furniture, instructional and non-instructional equipment, restrooms and related lavatory units. Custodial personnel shall also be available at the discretion of the school administration to set up and break down for after school events and to provide light maintenance and project work as required and to the best of their abilities.

**General Conditions**

**Contractor Response** -Contractor must maintain a working field office within a 60 mile distance of the school to expedite response times and be able to effectively manage the contractor's personnel on site. The sixty mile distance will be calculated along public roadways and highways. The field office shall consist of a working landline phone, cell service is not acceptable, a fax machine and a live answering service. Answering machines will not be accepted. Contractor must have a designated office space, PO boxes will not be accepted.

**Term of Agreement**- The initial term of the agreement will commence on July 1, 2021 and conclude on June 30, 2022. Thereafter, this agreement is subject to (2) two (1) one year extensions at the School's option subject to the following conditions: a) the Contract shall be awarded by resolution of the School's Board of Trustees ("Board") upon a finding that the services are being performed in an effective manner; b) no such Contract shall be extended so that it runs for more than a total of (3) three consecutive years; c) any price change included as part of an extension shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any addendums agreed to by the Board; d) the terms and conditions of the Contract remain substantially the same; e) any price increase will not exceed the New Jersey Index Rate available at the time for the latest quarter (18A:1SA-42); and f) extensions are subject to the availability and appropriation annually of sufficient funds by the Board.

**Scope of Work** –Custodial services shall be provided by the contractor for the school and include all of the services described in the document entitled "Detailed Specifications".

**Employees** performing services under this contract shall be selected by and supervised by the successful vendor who shall function as an independent contractor to the school(s). Any and all employees assigned to the Vineland Public Charter

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

School shall have passed NJ State Fingerprinting requirements pursuant to law for employment in a public school district. Evidence of successful fingerprinting shall be provided to the school prior to new employees beginning services with the school. All employees, including the supervisor of the contractor must be screened, interviewed and approved by VPCS staff to ensure that they meet the moral and ethical standards expected of an employee working in an elementary school setting.

VPCS reserves the right to disapprove of any employee who does not meet these requisites. Additionally, during the term of this contract, should there be any employee incidents or any situation that warrants the removal of an employee, VPCS reserves the right to request the removal of any employee immediately. A Supervisor does not need to be onsite but should be immediately accessible to the Facilities Manager by phone should a need arise. The Supervisor should have a good command of the English language. The cleaning supervisor will coordinate with the VPCS Facilities Manager, or designee, with scheduling of tasks, logistics and any problems that may arise and/or need clarification.

**The School will provide all consumable paper products, cleaning solutions and floor finish, as well as smaller power cleaning equipment. Any other equipment and labor required for the performance of this contract shall be provided by the contractor at NO cost to the Board.**

**Number of Staff** -Contractor shall provide requisite manpower as listed on Exhibit B to staff the building as required by the school. There shall be no deviation to the schedules referenced in Exhibit B unless mutually agreed upon by the contractor and the school. The requisite 20 hours per day must be worked in the summertime as well with a mutually agreed upon schedule between the contractor and school to cover the building as required by the school. These 14 hours are inclusive of Summer Work as stated in Specification C. It is the responsibility of the contractor to provide a bio-metric time clock system, at contractor's sole expense and to be housed in the school, to account for the number of hours each employee worked during the weekly time period. If at such time contractor's hours are deficient from the stated hours required in Exhibit B, contractor shall owe back to the school on a monthly basis, at the time of invoice, the hours not worked. The hourly rate will be based on monthly rate divided by the number of working days that month, divided by 8 hours per day. If contractor's employees exceed the number of hours per week required by the school, the school shall not be liable for the additional hours, unless said hours were requested by school administration in writing to contractor prior to their use. Contractor shall provide access to the school to the reporting functions of the bio-metric time clock system for the purposes of tracking the hours of the custodial services personnel. Contractor shall also be responsible to provide as-needed day porter coverage to the buildings. Contractor shall provide, as part of this bid, an hourly rate for day porter services should the need arise.

**Uniforms** – Contractor shall supply at its own expense uniform shirts displaying the name of the cleaning services company prominently on the shirt for ease of identifying contractor's employees. Uniform shirts must be worn every day that the employee is working in the school, without exception. Deviation from this policy will result in the employee being asked to leave the premises and the school will not be liable for the hours not worked.

**Hours of Services** – Hours of service appear on Exhibit B and contractor must staff all shifts as shown in Exhibit B. Should the need arise for additional hours or special project work, contractor and school designee shall agree on hours prior to the usage.

**School Security** - The cleaning crew is responsible for ensuring that all lights in the building have been turned off and all exterior doors and windows are secure at the end of their shift.

**Materials and Supplies** – Contractor will have access to utilize the school's power equipment. Equipment should be sufficient for the daily cleaning tasks. Summer deep cleaning may require additional equipment such as power strippers. The school shall be responsible to provide all consumable paper products, cleaning chemicals and dispensers. Contractor shall ensure that his employees agree that supplies are the property of the school and shall not remove them from the school premises, nor use them for their personal use.

**Recycling:** Bidders will be responsible for adhering to all District recycling programs and initiatives.

**Pre-Bid Walkthrough:** There will be a **Recommended** walkthrough of all facilities for all interested bidders. Pre-Bid walkthrough will be on **Thursday, April 1, 2021 at 2:00 PM**. No additional tours will be available.

## **A. DAILY CLEANING SPECIFICATION**

These specifications are intended to set forth the requirements of the cleaning contract for an adequate level of cleaning under normal conditions and building use, traffic area density and soil load. It is expected that weather conditions and other factors may at times impose a greater or lesser cleaning requirement and at such time, Vineland Public Charter School will decide between a balance of general cleaning levels throughout the building to cope with abnormal circumstances or to authorize additional cleaning as required.

### **1. ALL OFFICES, CLASSROOMS, LABS, MEDIA CENTERS, LIBRARIES, GYMS, CAFETERIAS.**

- a. Empty and remove trash in waste receptacles. Daily
- b. Move to a collection point and dispose of in proper disposal container or dumpster. Daily
- c. Damp wipe waste receptacles inside and out to remove soil. As Needed
- d. Replace plastic trash liners. Daily
- e. Spot clean glass & remove smudges in doors & partitions and on the inside of windows. Daily
- f. Dust mop smooth floors with a treated dust mop, sweep rough wood or concrete floors to include comers, baseboards and inaccessible areas such as behind furniture, etc. Student desks and chairs may need to be moved to properly clean rooms. Daily
- g. Mop floors, except in carpeted areas. Daily
- h. Wet mop smooth floors with a general-purpose disinfectant cleaner. Daily
- i. Thoroughly vacuum and spot clean all stains and all carpeted areas. Daily
- J. Re-arrange furniture as needed. Daily
- k. Clean sinks and fountain fixtures. Replenish paper towels and soap dispensers. Daily
- L. Clean bathrooms. See Specifications for Bathrooms for additional requirements. Daily
- m. Kindergarten and Special Education Classrooms are to be thoroughly cleaned nightly with a (approved) detergent disinfectant to include daily washing of student desks, tables and chairs. Daily
- n. All desktops in ALL classrooms are to be wiped clean with disinfectant. Remove all ink, marker, pencil, crayon marks and all gum from desks and chairs. DAILY

### **2. LIMITED CLEANING AROUND COMPUTER TABLES/COMPUTER TERMINALS**

Use a feather duster to dust computers, screens, towers and a damp cleaning cloth daily to wipe computer tables.

- a. Don't move or disturb any paperwork left on computer tables. Dust around paperwork.
- b. Do not attempt to clean the computer equipment keyboards and cabling. Do not clean computer equipment that is operating or left in the "on" position. Never unplug a computer power cord for any reason.

### **3. ENTRANCES, LOBBIES AND HALLWAYS**

- a. Empty, separate, and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of **trash** in proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out to remove soil. Replace plastic liners when used in waste receptacles. Daily
- b. Clean smudges and soil from glass in partitions. Daily
- c. Thoroughly vacuum and spot clean all stains on all mats and carpeted areas. Dust mop. Daily

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022  
School Year Bid No.: 01-21/22

smooth floors with treated dust mop. Sweep concrete floors, which are rough to dust mop. Damp / wet mop nightly.

- d. Spot clean finger marks and smudges on walls, door facings and doors. Daily
- e. Entry doormats are to be vacuumed. Daily
- f. Entryway door frames to be wiped clean daily Daily

**4. STAIRWAYS/RAMPS**

- a. Dust handrails and any windowsills and ledges. Dust mop stairs using a small treated dust mop. If soil is heavy or abrasive, use a broom. Follow up with a dust mop finish. Wet mop as necessary due to soil conditions but at least once a week. Daily
- b. Mop stair treads using a damp cotton mop. Daily  
Thoroughly vacuum and spot clean all stains on all mats and carpeted areas. Daily
- c. All safety procedures such as caution signs, ventilation, lockout and tag-out procedures are to be followed when the type of work requires. Daily

**5. OFFICES, TEACHERS' LOUNGES AND CONFERENCE ROOMS**

- a. Empty, separate, and remove all **recyclables**. Empty and remove trash in waste receptacles. Move to a collection point and dispose of recyclables in the proper disposal containers or dumpsters. Damp wipe waste receptacles inside and out to remove soil. Replace plastic liners when used in waste receptacles. Daily
- b. Spot clean glass in doors and partitions. Daily
- c. Clean all bathrooms in accordance with the Bathroom Cleaning Procedures. Daily
- d. Dust mop smooth floors with treated dust mop. Damp/wet mop as needed. Daily
- e. Thoroughly vacuum and spot clean all stains on all carpeted areas. Daily
- f. Rearrange furniture as needed. Daily
- g. Clean telephones with a disinfectant wiping the mouthpiece, grip and earphone. Daily
- h. With a damp cloth (or spray dust remover "Pledge") remove fingerprints and smudges from conference room tables. Daily
- i. Clean and wash all tables and counters used for eating or preparation of food. Daily
- j. Clean kitchen areas and replace paper towels and soap dispensers. Daily
- k. Dispose of all food items left out that are spoilage prone. Daily

**6. BATHROOMS**

- a. Bathrooms will be thoroughly sanitized each evening. Daily
- b. Check and refill toilet paper dispensers, paper towel dispensers, and soap Daily

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

dispenser with hypoallergenic, anti-bacterial soap (provided by district).

- c. Empty all waste receptacles, remove waste, including stall disposal receptacles, to a collection point and dispose of trash in the proper disposal containers or dumpsters. Replace with clean liners. Daily
- d. Disinfect all plumbing fixtures, including all basins, toilet bowls including the toilet seats (topside and under sides), and leave toilet seats up after cleaning. Clean all urinals inside and out. Daily
- e. Damp wipe all partitions with disinfectant. Spot clean all walls. Remove all graffiti on all walls, stalls, and other surfaces. Daily
- f. Sweep and wet mop floors with a disinfectant cleaning agent. Daily
- g. Report any damage, hazardous conditions, or vandalism to Supervisor and District. Daily

**7. NURSES' OFFICES, REST CUBICLES AND BATHROOMS**

- a. Nurses' office/room shall be cleaned with an anti-bacterial cleaning agent and maintained in a sanitary condition. Daily
- b. Spills of bodily fluids shall be cleaned up upon notification of such using standards established in the Bloodborne Pathogens Law. Daily
- c. Refuse should be discarded properly and waste receptacles must be disinfected nightly. Waste receptacles liners are to be replaced nightly and doubled. Daily
- d. Sweep and mop floors with a disinfectant-cleaning agent. Daily
- e. Bathroom – refer to Specification on Bathrooms Daily
- f. Wash tables, desks and chairs with a disinfectant solution Daily
- g. Clean fountain fixtures and sinks. Replace paper towels and replenish soap dispensers. Daily
- h. Clean glass interior doors, etc. Daily
- l. At no time shall "Red Box" needle disposal units be emptied or tampered with.

**SPECIFICATION B.**

The following cleaning projects are not required on a nightly basis. However, they are required to maintain the facilities in top condition and are considered part of the general contract.

**1. FLOOR FINISH**

- a. Finish shall be maintained throughout the year to retain shine.
- b. All hallways and entrance areas to be top scrubbed and re-coated with finish at least 2X per year.

**2. FLOOR POLISHING**

- a. Spray buff all entrances, lobbies and hallways. Dust mop with treated dust mop daily after 2x week spray buffing.



Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022  
School Year Bid No.: 01-21/22

- 3. CARPET SHAMPOOING AND EXTRACTING**  
Winter Recess, Spring Break (Or as needed with unusually soiled areas.) 2x Year
- 4. POLISH ALL FURNITURE**  
Winter Recess, Spring Break 2x Year
- 5. WALLS**  
Thoroughly wash all walls and dust exterior of lockers, Winter Recess, Spring Break 2x Year
- 6. VENETIAN BLINDS**  
Dust all venetian blinds/shades 2x Year
- 7. INTERIOR WINDOWS**  
Wash all interior windows and window frames. 2x Year
- 8. DIFFUSERS**  
Clean and wash diffusers. 2x Year
- 9. BATHROOMS**
  - a. Thoroughly hose down and disinfect all student bathrooms. Dec/April 2x Year
  - b. Machine Scrub bathroom floors and sanitize using touchless bathroom machine on all surfaces. Winter Recess, Spring Break 2x Year
- 10. BASEBOARDS**  
Wash all baseboards 2x Year
- 11. HIGH DUSTING**  
Dust all high-level ledges and fittings not listed for dusting. Monthly
- 12. ELECTRICAL PANELS**  
Electrical panels are to be kept clear and accessible at all times as per all codes and regulations. Daily

**13. SECURITY**

Cleaning service shall keep all doors locked while cleaning the building and shall make

Daily sure all doors and windows, interior & exterior are locked up before leaving each night. All lights must be turned off at the completion of cleaning a room/hall/area.

**SPECIFICATION C. SUMMER CLEANING**

Summer cleaning shall take place between July 1<sup>st</sup> and the first day of School as indicated on the School calendar provided with this bid package. As the original term of this contract begins on the first day of school, no Summer Cleaning is required for the initial first year. Summer Cleaning will be required upon any contract renewals.

Summer cleaning shall include a deep cleaning of all restrooms, classroom and office areas. Employees shall

**1. FLOOR FINISH**

- a. All Terrazzo and VCT floors shall be stripped bare and re-finished with a minimum of **(5) five coats** of high solids floor finish. This shall include all classrooms. The café, art rooms and hallways must have **(7) seven coats** of high solid floor finish.

**2. FLOORPOLISHING**

- a. Upon re-finishing of floors they shall be kept in a high gloss condition. Contractor shall periodically remove any scuff marks, scratches and black marks as they appear.
- b. **ALL floors including classrooms and hallways shall be buffed the day prior to the opening of school.**

**3. CARPET SHAMPOOING AND EXTRACTING**

- a. All carpeted office areas shall be deep extracted during the summer cleaning at the convenience of the Administration. Contractor will move all furniture to ensure that all carpeted areas are cleaned.
- b. All classroom reading area rugs shall be extracted and disinfected during the summer cleaning.

**4. BATHROOMS**

- a. Bathrooms will be thoroughly sanitized during the summer cleaning
- b. Check and refill toilet paper dispensers, paper towel dispensers, and soap dispenser with hypoallergenic, anti-bacterial soap (provided by district).
- c. All waste receptacles, including stall disposal receptacles, shall be thoroughly cleaned and disinfected inside and out. Can liners shall be replaced.
- d. Disinfect all plumbing fixtures, including all basins, toilet bowls including the toilet seats (topside and under sides), and leave toilet seats up after cleaning. Clean all urinals inside and out.
- e. Damp wipe all partitions with disinfectant. Spot clean all walls. Remove all

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

graffiti on all walls, stalls, and other surfaces.

- f. Machine Scrub and wet mop floors with a disinfectant cleaning agent.
- g. Report any damage, hazardous conditions, or vandalism to Supervisor and District.

**5. BASEBOARDS**

- a. All baseboards shall be wiped/mopped clean to remove any dirt and any residue from the floor stripping process.

**CLEANING SPECIFICATIONS**

I certify that the above information was read and given to my company. The above cleaning schedule will be followed with **written reports** provided to the client representative weekly. Failure to comply with the above specifications / cleaning schedules or if the overall cleaning of the school repeatedly does not meet the standards of cleanliness expected in an ES (as outlined & detailed in the above specifications), the district will provide 30 days written notice of loss and termination of this contract.

Name of Company/Firm \_\_\_\_\_

Company Agent \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **Date** \_\_\_\_\_

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

Instructions To Bidders And Statutory Requirements

**I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Business Administrator's office at the time as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. Bids must be received solely by the Business Administrator's Office of the Vineland Public Charter School.
- E. Sealed bids forwarded to the owner before the time of opening of bids 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 bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- 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.
- Bids 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 other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.  
When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

**I. INTERPRETATION AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A: 11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders and on the school website. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A: 11-23c.1.

**D. Discrepancies in Bids**

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 owner of the extended totals shall govern.

**II. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A: 11-18.

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

**III. INSURANCE AND INDEMNIFICATION**

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. A Certificate of Liability Insurance should be submitted with the Bid which lists these coverages.

**A. INSURANCE REQUIREMENTS**

**X 1. Worker's Compensation Insurance**

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

**X 2. General Liability Insurance**

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

**X 3. Automotive Liability Insurance**

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$ any one person and \$ any one accident for bodily injury and \$ each accident for property damage, shall be maintained in full force during the life of the contract. (\$1,000,000 combined single limit for each accident)

**Other Forms Of Insurance Required CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

**B. INDEMNIFICATION LANGUAGE**

The following language will be incorporated into the contract:

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

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

**IV. PRICING INFORMATION FOR PREPARATION OF BIDS**

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner 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. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor 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 have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

**V. STATUTORY AND OTHER REQUIREMENTS (see list of forms below checklist)**

**The following are mandatory requirements of this bid and contract.**

A. BID PROPOSAL FORM – as described in Section V above.

B. BID BOND – Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Vineland Public Charter School, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

C. CERTIFICATE OF LIABILITY INSURANCE – As described in Section IV above.

**D. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

E. Each 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:

i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27 4.

**F. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

G. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

H. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. 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) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) 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) 292-1730.

I(1). PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors 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 owner 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 NJ.AC. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lse/l.%Q11bcon.html](http://www.state.nj.us/labor/lse/l.%Q11bcon.html).

I(2). THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person) partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract ' which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines Public works projects" as contracts for <sup>11</sup>public work<sup>11</sup> as defined in the Prevailing Wage statute



Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

[1, N.J.S.A. 34: 11-56.26(5)]. The term means:

- >" **"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.**
- >" **"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds. .."**
- >" **"Maintenance work" means the repair of facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.**

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/Jabor/Jsse/IsPubcon.html](http://www.state.nj.us/Jabor/Jsse/IsPubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### J. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

#### K. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

L. EQUIPMENT CERTIFICATION- The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

M. DEBARMENT/SUSPENSION CERTIFICATION - Certification Regarding Debarment, Suspension, Ineligibility

N. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

### VIII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

B. The award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

### IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A. All bids pursuant to N.J.S.A. 40A:11-13.2;

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (NJ.S.A. 40A: 11-24b)

**X. TERMINATION OF CONTRACT**

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

**F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

**XI. PAYMENT**

No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

Payment will be made in accordance with the Owner's policy and procedures.

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

BID DOCUMENT CHECKLIST\*

Required by owner

Submission Requirements

Initial each required entry and if required submit the item

	A. Bid Proposal Form	
	B. Bid Bond	
	C. Certificate of Liability Insurance	
	D. Mandatory Affirmative Action Language	
	E. Certificate of Employee Information Report	
	F. Americans with Disabilities Act of 1990 Language	
	G. Stockholder Disclosure Certification	
	H. Proof of Business Registration	
	I. Prevailing Wage Compliance and Possession of Certificate of Registration (Public Works Contractor Act)	
	J. Non-Collusion Affidavit	
	K. Pay to Play Documentation	
	L. Equipment Certification	
	M. Debarment/Suspension Certification	
	N. Disclosure of Investment Activities in Iran	

This form need not be submitted.

It is provided for bidder's use in assuring compliance with all required documentation.

## **A. Bid Form**

Vineland Public Charter School

Cleaning Services for the 2021-2022 School Year

Company Name \_\_\_\_\_

Monthly Contract Amount \$ \_\_\_\_\_

Hourly Day Porter Rate \$ \_\_\_\_\_

Authorized Company

Representative Signature \_\_\_\_\_

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the  
2021-2022 School Year BidNo.: 01-21/22

B. Bid Bond (Insert Copy of Bid Bond)

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the  
2021-2022 School Year BidNo.: 01-21/22

C.Certificate of Liability Insurance with Required Coverages

**D. AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**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, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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, col-or, 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

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

**(E) Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302** (electronically provided by the Division and distributed to the public agency through the Division’s website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

By signing, the contractor agrees to comply with Exhibit A and provide the necessary documentation with the bid, as stated above.

COMPANY:

SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

PRINT NAME:

TITLE:

\_\_\_\_\_

\_\_\_\_\_

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



**F.**

**APPENDIX A - AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI 21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

By signing below, the contractor agrees that they will comply with the Americans with Disabilities Act of 1990.

COMPANY:

SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

PRINT NAME:

TITLE:

\_\_\_\_\_

\_\_\_\_\_

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

**G. STOCKHOLDER DISCLOSURE  
CERTIFICATION  
This Statement Shall Be Included with the Bid  
Submission**

**Name of  
Business:**

---

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

**OR**

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

**Check the box that represents the type of business organization:**

- Partnership  Corporation  Sole Proprietorship
- Limited Partnership  Limited Liability Corporation  Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

---

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

**Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_\_. (Notary Public) My Commission expires: (Affiant)**

(Print name & title of affiant) (Corporate Seal)

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the  
2021-2022 School Year Bid No.: 01-21/22

H. Copy of Business Registration Certificate

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the  
2021-2022 School Year Bid No.: 01-21/22

I.Certify that contractor will be in compliance with the Prevailing Wage Act and Public Works  
Contractor Registration Act ; and will provide necessary documentation upon award of contract.

COMPANY:

SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

PRINT NAME:

TITLE:

\_\_\_\_\_

\_\_\_\_\_

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

**J. NON-COLLUSION AFFIDAVIT**

State of New Jersey County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of applicant) (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 Vineland Public Charter relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day \_\_\_\_\_, 2\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of

My Commission expires \_\_\_\_\_ (Seal)

K. Pay to Play

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the  
2021-2022 School Year Bid No.: 01-21/22

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

### Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

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

Signature	Printed Name	Title

### Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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



### Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022  
School Year Bid No.: 01-21/22

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Cumberland**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**L. EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

(Print) Name of above: \_\_\_\_\_

(Print) Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

M. Debarment/Suspension Certification

Certification Regarding Debarment, Suspension, Ineligibility

(1) The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or a disqualified proposer maintained by the New Jersey Department of the Treasury, the Federal Government or any state or federal agency and that the proposer will immediately notify the District in writing in the event that the proposer or any subcontractor appears on the Treasury's or Federal Government's list of Debarred, Suspended or disqualified proposers.

(2) Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.: 01-21/22

**N. Disclosure of Investment Activities in Iran**

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the 2021-2022 School Year Bid No.:01-21/22

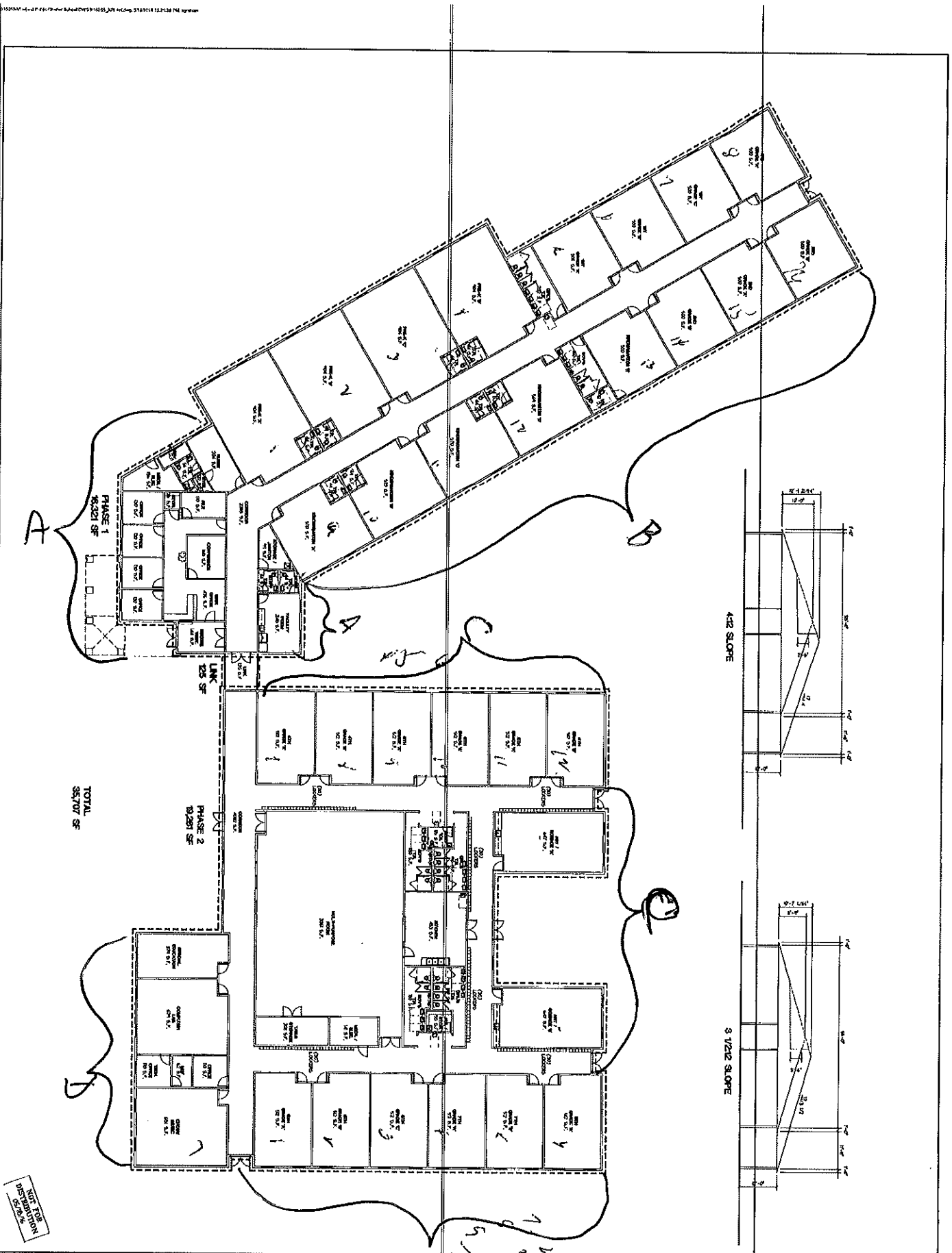
EXHIBIT B – Shifts

SHIFT	LOCATION	TIME	HRS	CLEANING FREQUENCY
A	Pennsylvania Ave. (Office Suits)	4:30 pm – 8:30 pm	4	Daily
B	Pennsylvania Ave. (Kindergarten Wing)	4:30 pm – 8:30 pm	4	Daily
C	Pennsylvania Ave. (5-6 Wing, Connector)	4:30 pm – 8:30 pm	4	Daily
D	Pennsylvania Ave. (7-8 Wing, Main Hall)	4:30 pm – 8:30 pm	4	Daily
E	Pennsylvania Ave. (Cafe)	4:30 pm – 8:30 pm	4	Daily
		Total Hours per day	20	

Vineland Public Charter School – Cleaning Specs -Request to Bid Custodial Services for the  
2021-2022 School Year Bid No.: 01-21/22

**EXHIBIT C – Floor Plans**

See attached.



<p>NOT FOR CONSTRUCTION</p>		<p>DATE: 12/20/11</p>		<p>PROJECT: WEXFORD CHARTER SCHOOL</p>	
<p>DESIGNED BY: [Logo]</p>		<p>SCALE: 1/8" = 1'-0"</p>		<p>DATE: 12/20/11</p>	
<p>PROJECT: WEXFORD CHARTER SCHOOL</p>		<p>DATE: 12/20/11</p>		<p>PROJECT: WEXFORD CHARTER SCHOOL</p>	
<p>DATE: 12/20/11</p>		<p>DATE: 12/20/11</p>		<p>DATE: 12/20/11</p>	
<p>DATE: 12/20/11</p>		<p>DATE: 12/20/11</p>		<p>DATE: 12/20/11</p>	
<p>DATE: 12/20/11</p>		<p>DATE: 12/20/11</p>		<p>DATE: 12/20/11</p>	