

INVITATION FOR BIDS FOR CUSTODIAL AND MANAGEMENT SERVICES

February 9, 2010

NOTICE is hereby given that the Haddonfield Board of Education is accepting sealed Bids for a Management and Custodial Services contract until **10:00 a.m. on March 2, 2010**. Bids should be submitted on the required forms, in a sealed container labeled **Custodial and Management Services Contract** and delivered to the Office of the Business Administrator as provided below:

**Haddonfield Public Schools
Attn: Mr. W. Andrew Hall, Business Administrator
One Lincoln Avenue
Haddonfield, NJ 08033**

The Board assumes no responsibility for bids mismailed or misdirected.

All interested Contractors are encouraged to attend the pre-bid conference and tour to be held on February 12, 2010, 2010 at 2:00 p.m. at the Business Office, Administration Building, One Lincoln Avenue Haddonfield, NJ 08033. **Attendance is strongly recommended**. No other walk-through will be permitted.

Upon release of this IFB, all Contractor communications concerning this information request must be directed in writing no later than 4:00 p.m. on February 16, 2010 to the Business Administrator, who is the only authorized contact person for the IFB. Any contact or lobbying regarding this IFB with any Elected, Appointed Official or employee of the School District or Borough other than the Business Administrator can and will result in disqualification. Any oral communications will be considered unofficial and non-binding on the School District.

Name: Mr. W. Andrew Hall
Address: One Lincoln Avenue
Haddonfield, NJ 08033
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E-mail: ahall@haddonfield.k12.nj.us

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the lowest responsible bidder. The Haddonfield Board of Education reserves the right to waive any and all guidelines and requirements herein and to reject any and all Bids in accordance with the Public School Contracts Law. Bidding shall be in conformance with all applicable federal, state and municipal laws including the Public School Contracts Law of the State of New Jersey N.J.S.A. 18A:18A-1 et seq. and N.J.S.A. 10:5:31 et seq. and N.J.A.C.17:27-1.1 regarding Affirmative Action during the provision of the goods and services.

By Order of the Haddonfield Board of Education,
Camden County, New Jersey

W. Andrew Hall, Business Administrator

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Section 1 - General Instructions to Contractors

This document constitutes an invitation for receipt of sealed bids from qualified custodial management companies (hereafter-named Contractor) to provide the Haddonfield Public Schools (hereafter-named District) with custodial and management services with the intent of designing and implementing an improved custodial operation for the District.

- A. Purpose:** The purpose and intent of this Invitation for Receipt of Bids (hereafter-named IFB) is to solicit sealed bids from responsible firms who provide custodial and management services for the purchase of custodial and management services as specified in this IFB.
- B. Procurement Method:** Pursuant to 18A:18A-1 et seq. the Haddonfield Board of Education will be utilizing the bidding process. As such the District will award the contract to the lowest responsible bidder. To be a responsible bidder the bidder must conform in all material respect to the terms and conditions, specification, scope of work, legal requirements, and other provisions of this Invitation for Bid. By not, doing so the bidder will be non-responsive and will be deemed as not responsible. As such the bidder's (hereafter-named Contractor) bid will be rejected and not considered.
- C. Background:** Haddonfield Public Schools is a K-12 public school district with five school housed in four buildings along with administration, housing 2,437 students and 350 employees. Total square footage is approximately 414,000 square feet. The District is retaining its maintenance and managerial staff. The District is contemplating outsourcing all custodial positions to maintain/improve services and reduce costs. With the expectation of producing higher levels of service in an environment with decreasing resources, the District foresees the necessity to maximize the value and improve services received from the Custodial Department. To this end, it is desirable to seek the services of a professional specialized management firm, with programs and resources to support and complement the District.
- D. Statement of Needs:** The Contractor will furnish all necessary resources, including but not limited to management and hourly personnel, training programs, support, equipment, materials, and services to provide and implement a program to maintain/improve efficiency and effectiveness of the Custodial department.
- E. Goals:** The services performed by the successful Contractor will be accomplished within the framework of attaining the following goals established by the District.
1. Improvement in the appearance of all buildings. The overall goal is to develop a program that will create and maintain a clean and safe environment for students and employees in order to effectively support education.
 2. Provide and implement required level of staffing for custodial operations.
 3. Enhance staff development through a program of motivation, in-service education and training.
 4. Provide the District with the best qualified (as deemed by the District) custodial management staff.
 5. Provide the District with a qualified (pursuant to Paragraph S. Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations) on-site supervisor.
 6. Implement a system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth for both the District and Contractor's custodial staff.
 7. Improvement of departmental performance through the utilization of planning, management systems, task schedules, management, technologies and processes.
 8. Establishment of a systems approach and quality assurance program to maintain and preserve desired level of service.
 9. Management of custodial services, as defined in the Scope of Work, in an improved, more cost-effective manner.
 10. Implementation of a computerized custodial quality assurance program, systems, processes, and programs for the responsible operation of the custodial program.
 11. Development of a capitalization plan for equipment.

F. Timeline of Events:

Event	Date
Release IFB	February 9, 2010
Pre-Bid Meeting & Tour of the schools	February 12, 2010, 2010 at 2:00 pm
Final Contractor Questions Due	February 16, 2010
Final Answer to Contractor Questions	February 19, 2010
Bid Responses Due	March 2, 2010 by 10:00 am
Bid Evaluation Complete	March 8, 2010
Contract Review Completed	March 12, 2010
Possible Interview of Contractor’s Proposed On Site Supervisor	March 12, 2010
School Board Awards Contract	March, 2010
Contractor Employee Archiveable Background Clearances and Black Seal Licenses Due	June 1, 2010 at 10:00am
Contractor Starts Services	July 1, 2010

G. Acceptance of Bids and Validity Period: The District reserves the right to accept or reject all or any part of a Bid or any and all Bids who are not responsive or responsible (as defined in N.J.S.A. 18A:18A-1 et seq.), to waive any informality, and to award the contract to the company who is the lowest responsive and responsible contractor. Submission of a Bid will signify the Contractor’s agreement that its bid and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The Contractor’s bid response and this IFB will become part of the contract between the District and the successful Contractor. Conditional or alternate Bids will not be accepted.

H. Submission of Bids: Bid modifications or corrections thereof received after the closing time specified will not be considered. The District is not liable for any errors or misinterpretations made by the Contractor in responding to this Invitation for Bid. Contractor shall be solely responsible for delivery of the bids as specified in the IFB. The Board will bear no responsibility for mismailed, misdirected bids or problems associated with third party carriers.

1. **Bid Submission:** All bids should be submitted with one (1) complete original bid and three (3) complete copies in a sealed container. Be sure to include all the required bid forms from Section 4 of this IFB (forms A through M), bid guarantees, financial statements, etc. Bid Forms A through D must be submitted as both a hard copy and electronically (on a CD as an Excel file only). All bids submitted in response to this IFB must be submitted at the sole expense of the Contractor, whether or not any agreement is signed as a result of this Invitation for Bid. Contractors will pay all costs associated with the preparation of Bids and necessary visits to the buildings.
2. **Scope of Bid and Proposal:** Contractor certifies that he has carefully examined and understands that the general conditions to bidders, the instructions to bidders, the specifications, the schedules and addenda, if any, prepared under the direction of the Board of Education are a part of the bid proposal; and will, if successful in this bid, furnish and deliver the goods and services at the times specified and at the prices bid.
3. **Obligation of Contractor:** At the time of the opening of bids, each Contractor will be presumed to have inspected the sites and locations in which the work is to be performed, and to have read, and to be thoroughly familiar with the contract documents (including Addenda, if any). The failure or neglect of any Contractor to inspect any site, receive or examine any form, instrument or document shall in no way relieve any Contractor from any obligation in respect to its bid. Failure of any Contractor to receive any Addenda shall not relieve the Contractor from any obligation under its bid as submitted. In addition, a failure on the part of any Contractor to acknowledge receipt of addenda will result in disqualification of the entire bid submission. Addenda so issued shall become part of the Contract documents. Contractors are advised that terms and conditions set forth herein will be rigidly enforced.
4. **Examination of Bid Specification:** The Contractor shall examine the contents of the bid specifications or other documents issued by the Board in conjunction with this bid. The Contractor shall assure itself that all pages of the specifications and other referenced Documents are included in the documents obtained for bidding purposes. Should the specifications and other documents be incomplete, the Contractor shall notify the Board in writing, in order to obtain any missing pages or other documents. The lack of such written

notification by the Contractor will be construed as evidence that the specifications and other documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

5. **Bid Protest - Legal Fees and Costs:** In the event a Contractor unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning the same, the Contractor agrees to be responsible for payment of reasonable legal costs and fees incurred by the Board relating to the protest.
6. **Alternate Bids:** Alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of this IFB and the scope of work and service to be provided.
7. **Bid Response Format:** Bid responses should be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content. Because of the complexity of the services and to allow the District to easily reference specific information, all Contractors will use Bid Form D - Contractor Requirements to Be Responsive and Responsible and the following format in their bid response. The Contractor will number all pages of their response. Failure to use the following format will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.

- **Section 1- Required Documents, Contractor Charges and Financials:** All the required bid forms, bid guarantee, financial statements, etc. Provide supervisor candidate resume and qualifications as well as detail of all charges and any other pertinent financial information.
- **Section 2 - Executive Summary Section:** Provide an overview/summary as to how and why your company is responsive to this IFB and is responsible pursuant to Paragraph B-Procurement Method.
- **Section 3 - Company Details and References:** Detail the information request pursuant to Paragraph S- Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations. Describe any pertinent information concerning your company. Contractors must presently be providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor's payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder
- **Section 4 - Program Elements:** Detail your company's management resources, systems, procedures, employees/staffing recommendations, human resources, custodial programs, training programs, safety programs, quality assurance systems, computerized quality assurance system, etc., that meets the requirements contained in this IFB. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.
- **Section 5 – Start Up/Transition Plan:** Describe in detail a plan by which your company will transition from the present contractor to your operations or if you are the present contractor what will be your transition plan to start up the new contract pursuant to Paragraph S4-Start Up/Transition Plan.

- I. **Pre-Bid Conference and Tour:** All interested Contractors should attend the pre-bid conference and tour to be held on February 12, 2010, 2010 at 2:00 p.m. at the Business Office, Administration, One Lincoln Avenue, Haddonfield, NJ 08033. No other tour/walk-through will be permitted. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements. All questions must be submitted in writing prior to February 16, 2010. Prior to and after the pre-bid conference, no oral interpretation will be made to any company regarding the meaning of the specifications. Questions will be taken and answers will be given, such questions will be made in writing to the Business Administrator, Mr. W. Andrew Hall, and emailed to ahall@haddonfield.k12.nj.us with a copy to Mr. Bill Gerichter, bgerichter@advocate.org. Every interpretation will be in the form of an addenda to the IFB. These addenda will be mailed and or emailed to each Contractor and will be on file in the Office of the Business Administrator. A tour of all buildings will immediately follow the conclusion of the pre-bid conference.
- J. **Oral Presentation:** The District may request that Contractors submitting bids that are responsive and responsible give an oral presentation to the District. Scheduling of these oral presentations will be done by the District. These oral presentations are optional at the District's choice. It is very important that the bid be all-

inclusive. The District will base its decision on the content of the bid and the requirements of the IFB are met.

- K. Inquiries, Questions, IFB Interpretation, and Exceptions:** Any question or explanation desired by Contractors must be requested of the District in writing. In order to be given consideration, a written request must be received by February 16, 2010. If an explanation is necessary, a reply will be made in the form of addenda. A copy of which will be forwarded to each Contractor who has received a set of the IFB documents from the District and is present at the pre-bid meeting. Contractors must notify the District of their name, address, telephone, email address, and facsimile numbers in order to receive any addenda. Interpretation of the wording of this document will be the responsibility of the District and its interpretation will be final and binding. All answers will come from the IFB Coordinator.

The District will not give verbal answers to inquiries regarding the scope of work and services, or verbal instructions prior to or after the award of the contract. A verbal statement regarding same by any person will be non-binding. The District is not liable for any increased costs resulting from the Contractor accepting verbal direction.

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 IFB Coordinator. 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. 18A:18A-15. 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.

If the amount shown in words and its equivalent in figures do not agree, the written words will be binding. Ditto marks are not considered writing or printing and will not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices will prevail. In the event there is an error of the summation of the extended totals, the computation by the District of the extended totals will govern.

Unless a Contractor submits, with their bid, a list of exceptions taken to anything contained in this IFB or any addendums issued it is assumed there are no exceptions taken to this IFB by the Contractor. Should there be any non material exceptions by any Contractor they must be clearly labeled and noted in their Bid. Depending upon the exception it can cause the Contractor to be disqualified for non-responsiveness.

- L. Open Competition:** The District welcomes and encourages free and open competition. Whenever possible, scope of work, services, and bid terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the District's needs and the accomplishment of a sound economical operation. The signature on this bid guarantees that the prices quoted have been established without collusion with other Contractors and without effort to preclude the District from selecting the company that is responsive and provides the lowest responsible price to deliver the services at a competitive price. The Contractor certifies that its officers and employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the District. To maintain the spirit of open competition any contact or lobbying regarding this IFB or any act in violation of the School Ethics Act, N.J.S.A. 18A:12-21 et seq. with any Elected, Appointed Official or employee of the District or Borough other than the IFB Coordinator can and will result in disqualification. The only authorized contact person is the IFB Coordinator Mr. W. Andrew Hall. Any oral communications will be considered unofficial and non-binding on the District. During the interval between the bid opening and contract award, the District and not the Contractor will initiate any contact concerning this IFB.
- M. Survey/Inspection of Facilities:** It is the Contractor's responsibility to become fully informed as to the nature and extent of the scope of work required and its relation to any other work in the area, including possible interference from academic or other activities. Arrangements for Contractor's inspection of buildings and/or activity schedules will be held immediately following the pre-bid conference. No other tour/walk-through will be permitted. At their expense, each Contractor should visit the sites and familiarize themselves with the scope of work required, verify all dimensions and existing conditions.
- N. Required Minimum Staffing, Wages, Overtime and Fringe Benefits:** For a Contractor to be considered responsive and responsible they must use the following Required Minimum Staffing, Wages, Hours Worked and Fringe Benefits for Hourly Staff, in developing their bid. The Contractor must also sign a certification (Bid Form M - Required Minimum Staffing, Wages, Overtime, and Fringe Benefits for Contractor's Staff

Certification & Affidavit) that they will provide, for the duration of the contract, the Required Minimum Staffing, Wages, Overtime, and Fringe Benefits for Contractor’s Staff. Not providing /complying with this paragraph will be considered a material breach in the contract and subjected to contract cancellation by the District. Failure to meet/provide all the requirements of this paragraph will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder.

Required Minimum Staffing, Wages, Overtime, and Fringe Benefits for Contractor’s Staff

Must offer the following medical benefits to all employees working 30 hours or more per week – single to family coverage and the premium must be at least **65%** paid by the company. Waiting period to be eligible must be no longer than 90 days from date of hire Unless the District grants permission the use of part timers cannot exceed 10% of the total custodial FTEs. On-going the Contractor is to provide the District with a signed offer of benefits form, which details benefit offered, the cost to the employee an item to check if they refuse coverage. The Contractors must submit this with the state background clearance prior to an employee starting work.

Benefit	Description		
	HMO	PPO	
Medical		In Network	Out of Network
Calendar Year Deductible			
Individual	\$250	\$250	\$1,000
Family	\$500	\$1,000	\$2,000
Annual Out of Pocket Maximum			
Individual	\$5,000	\$5,000	\$10,000
Family	\$10,000	\$10,000	\$20,000
Primary Care Physician Office Visits	\$20 co-pay per visit	\$20 co-pay per visit	40% Covered
Emergency Room Care	\$200 co-pay per visit	\$200 co-pay per visit	\$200 co-pay per visit
Inpatient Hospitalization	20% after \$250 co-pay	20% after \$250 co-pay	40% after deductible
Out Patient Hospital	20% after \$50 deductible	20% after \$50 deduct	40% after deductible
Lifetime Maximum Benefit	\$1,000,000	\$1,000,000	\$1,000,000
Prescription Drugs	\$10 Generic, \$30 Formulary, \$60 Non Formulary brand copays	\$10 Generic, \$30 Formulary, \$60 Non Formulary brand copays	\$10 Generic, \$30 Formulary, \$60 Non Formulary brand copays
Dental	Must offer dental benefits from single to family. Must be at least 65% funded by the company, with 100% coverage for preventive care. Basic services must also be covered 80% for both in and out of network.		
Life	Must provide at least \$10,000 in basic life insurance at no cost to the employee.		
401K	Must offer a 401K with company match of at least 50% of the first 6% of employee contribution – eligible after 1,000 hours of service		
Mental Health – Inpatient	In-network - 70% after deductible; Out of Network – 60% after deductible		
Mental Health – Outpatient	In-network - \$20 per visit; Out of network – 60% after deductible		
Substance Abuse – Inpatient	In-network - 70% after deductible; Out of Network – 60% after deductible		
Substance Abuse – Outpatient	In-network - \$20 per visit; Out of network – 60% after deductible		
Vision Care	No cost to employee; no waiting period; Co-pays in-network: exam \$45, lens \$45-\$65, frames \$147 & contacts up to \$210. Out of network: exam \$10, lens \$20, frames \$120 & contacts up to \$210.		
Educational Assistance	Reimburse employee with prior approval, for a “C” average or better, up to \$2,500 annually for trade school or college courses.		

Minimum Average Wage Rates

Note: at a minimum all average wage rates will increase each year based upon the percentage increase in the total contract price.

All Head custodial positions must be Black Seals and must be an overall average wage rate of \$14.00 per hour
All other Custodial positions must be an overall wage rate of \$12.00 per hour including ten Black Seals.
Overall, all Custodial Overtime must be an average wage rate of \$18.45 per hour.
General Manager – must be at least \$60,000 base salary per year (not including bonus)
Evening Supervisor – must be at least \$45,000 base salary per year (not including bonus)
Full Time Administrative Assistant/Clerical – must be overall average of \$13.46 per hour (not including bonus)

**Required Minimum Staffing, Wages, Overtime,
and Fringe Benefits for Contractor’s Staff (continued)**

Minimum Staffing and Hours

All staffing is in Full Time Equivalents (FTE) which equals one person working two thousand and eighty (2080) hours per year. Unless the District grants permission the Contractor must limit its use of part time custodial labor to no more than ten (10%) percent of the total Custodial FTEs.

- Custodial - must be at least 22.75 FTEs of which at least 10.00 FTEs must have a black seal license. .
- Head Custodians - must be at least 4.0 FTEs of which 4.0 FTEs must have a black seal license.
- General Manger – must be at least 1.00 FTE and have or obtain their black seal license by 10-15-2020.
- Evening Supervisor – must be at least 1.00FTE and have or obtain their black seal license by 10-15-2020.
- Administrative Assistant/Clerical – must be at least 1.0 FTE.

Minimum Overtime Hours

Custodial – must be at least 2,782 Hours per year

Holidays - All Employees

New Year’s Day	Independence Day	Day after Thanksgiving
President’s Day or day to match District’s mid winter break and schedule	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	

Paid Time Off for All Employees

- Paid Time Off – No carry over
- o Beginning in Year 1 - 10 Days (5 vacation, 3 sick, and 2 personal this would be accrued to the employee on a monthly basis).
 - o Start of Year 2 through Year 5 - 15 days (10 vacation, 3 sick, and 2 personal)
 - o Start of Year 6 and beyond – 20 days (15 vacation, 3 sick, 2 personal)

The Contractor cannot bid or provide less staff, overtime hours, wage rates or fringe benefits than the required minimum. Doing so will render the Contractor’s bid response as non-responsive and not responsible. The Contractor may propose more staff and overtime hours if the Contractor feels it is needed. The successful Contractor must submit to the District, on monthly basis, verification (certified payroll) that they are paying the stated required minimum average wage rates and equivalent fringe benefit package. The Contractor will be responsible for providing all employees on their payroll for the conduct of this contract. In the event that the District were to add or decrease square footage, staff or supervisory responsibilities, any additional increase or decrease in staffing costs and supplies the contract price will be adjusted based upon the costs and percentages for benefits, payroll taxes, management fees and supplies as submitted in Bid Form A with full consideration being given to the level of service and scope of work required by the District. At a minimum all average wage rates will increase each year based upon the percentage increase in the total contract price.

Unless the District grants permission, the Contractor must limit its use of part time labor to no more than ten (10%) percent of the total Custodial FTE’s proposed. After the 90-day start up period, the Contractor will provide a monthly listing of all open (not filled) job positions (custodial, management, and administrative) via a monthly certified payroll. The list will include the position, daily wage and benefit cost, date position became open and date position was filled. The Contractor will refund all wage and benefits costs of all open positions not filled after ten (10) working days. Transferring staff to cover open positions will not count towards the ten working day requirement. The Contractor will notify the school principal, the Business Administrator and the contract monitor immediately of all job vacancies in their school and communicate the status of all open positions. Each month, the Contractor must submit to the District and contract monitor verification (certified payroll and a signed affidavit) they are paying the stated required minimum staffing, wages, overtime, and fringe benefits to its staff. Should the actual average hourly wage, fringe benefit package, or required staffing be less than the stated minimum the Contractor will refund the difference to the District. At the end of each quarter (every three months) the contractor will provide to the District a reconciliation of all overtime hours paid to each classification of their employees. At the end of each school year the contractor will refund the dollar equivalent of all overtime hours that are less than the minimums, as stated in this IFB. All school related overtime must be included in the Contractor’s pricing. The District will not pay for any additional overtime, other than what is authorized on a case-by-case basis by the District.

The Contractor will establish the Terms and Conditions under which any employee will be hired. The Contractor will have the sole responsibility to compensate its employees, including all applicable taxes, insurances and workers compensation. All Contractor employees will comply with all rules of the District. Employees of the successful Contractor must be thoroughly trained, qualified, and capable of performing the work assigned to them. All employees must be able to effectively communicate with the District's staff in the respective buildings by being able to read, write, speak and understand English. All employees will wear suitable uniforms during the working period, and will carry proper identification. Uniforms must be approved beforehand by the District and provided by the Contractor for the entire term of the contract for all of its hourly employees. At a minimum the Contractor will supply and maintain for the duration of the contract 1 set of safety shoes, 5 shirts and 3 pairs of pants for its entire custodial staff. New employees must be provided with smocks or tee shirts while awaiting their uniforms.

The District or its authorized representative will have the right to require the removal or discharge of Contractor employees for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental or moral well being of students, staff and faculty, as determined by the District, provided the demand to do so is submitted in writing to the Contractor. Actual discharge will be in compliance with all applicable laws for the State and Federal Government. With regards to the Contractor's employees, the Contractor will comply with and do the following:

1. Comply with all wage/hours of employment requirements of federal and state law.
2. Comply with Board of Education policy.
3. All new Contractor employees must have a preliminary private background check, have their fingerprints taken by Morpho Trak, application completed and have the state approved background clearance prior to beginning employment. The private background check must be without any incidents which could disqualify the prospective employee from passing a state background check prior to starting work at the District. These items must be maintained on-site in the employee's personal file and copies provided to the District and or its representative.

The initial staff must have state background clearance approval archiveable to the District at the start of the contract as of July 1, 2010 or the contract award date which is ever sooner and must live within a fifty mile radius of the District.. The lowest responsible bidder/contractor must submit copies of NJ state background clearances from the state for all staff pursuant to Paragraph N-to the District on or before June 1, 2010 at 10:00am. All proposed contractor employees' NJ state background checks and Black Seals licenses submitted must be legible and show name and address of the prospective candidates. Should this not occur the District will immediately deem the bidder not the lowest responsible bidder and move to award the contract to the next lowest responsible bidder. The archiving process must begin upon the award of the contract in order for all of the Contractor's staff to begin work on July 1, 2010 with the required state clearances assigned to the District. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.

4. The Contractor will ensure that all employees have submitted a completed, signed and dated federal form I-9. In addition, the Contractor will ensure the documents submitted as part of the I-9 requirements are valid
5. Black Seal Licensing Requirements: At least 14 custodians (7 day and swing shift, 7 evening shift including 3 floaters, and 2 management of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. By the end of the first year the required Black Seal licensing will increase to eighteen (18) custodians. The lowest responsible contractor must submit Black Seal licenses from the state for the aforementioned custodians, maintenance and management to the District on or before June 1, 2010 at 10:00am. Should this not occur the District will immediately deem the bidder not the lowest responsible bidder and move to award the contract to the next lowest responsible bidder. Not doing so will cause the contractors bid to be non-responsive and therefore not a responsible bidder. As this is critical for the operations of the buildings "bait and switch" will not be allowed as it is expected the license submitted will be of those who will be working on site as of July 1, 2010.

O. Organization and Reporting Relationships: The Contractor will report to the Business Administrator with a dotted line reporting relationship to the District's Principals. The organization chart below details the required

organizational structure and reporting relationships. As the Contractors staff will have a dotted line reporting relationship with District personal and they must work together as a team. This reporting relationship is for communication and coordination and is not indented to create an employer and employee relationship between the Contractor's staff and the District. Nothing contained herein shall constitute an employer/employee relationship between the District and the Contractor or the Contractor's employees. It is imperative the Contractors staff and the supervisor develop a good working relationship and communications with the Business Administrator and maintenance staff. This is not a typical operation that most Contractors are accustomed to therefore any contractor proposing and to be considered responsible must detail how they intend to meld together with the District's staff to provide a well run and seamless operation. The plan must:

1. Detail what steps the Contractor will take to establish good communications between Business Administrator, Supervisor of Buildings and Grounds and the Contractor's staff.
2. Detail how the Contractor's management will interface with the Business Administrator and Supervisor of Buildings and Grounds.
3. Detail how the contractor will work with the Business Administrator and Supervisor of Buildings and Grounds to establish a reporting and collaborative relationship.
4. Detail how the Contractor will flex its staff hours to assist for snow removal.

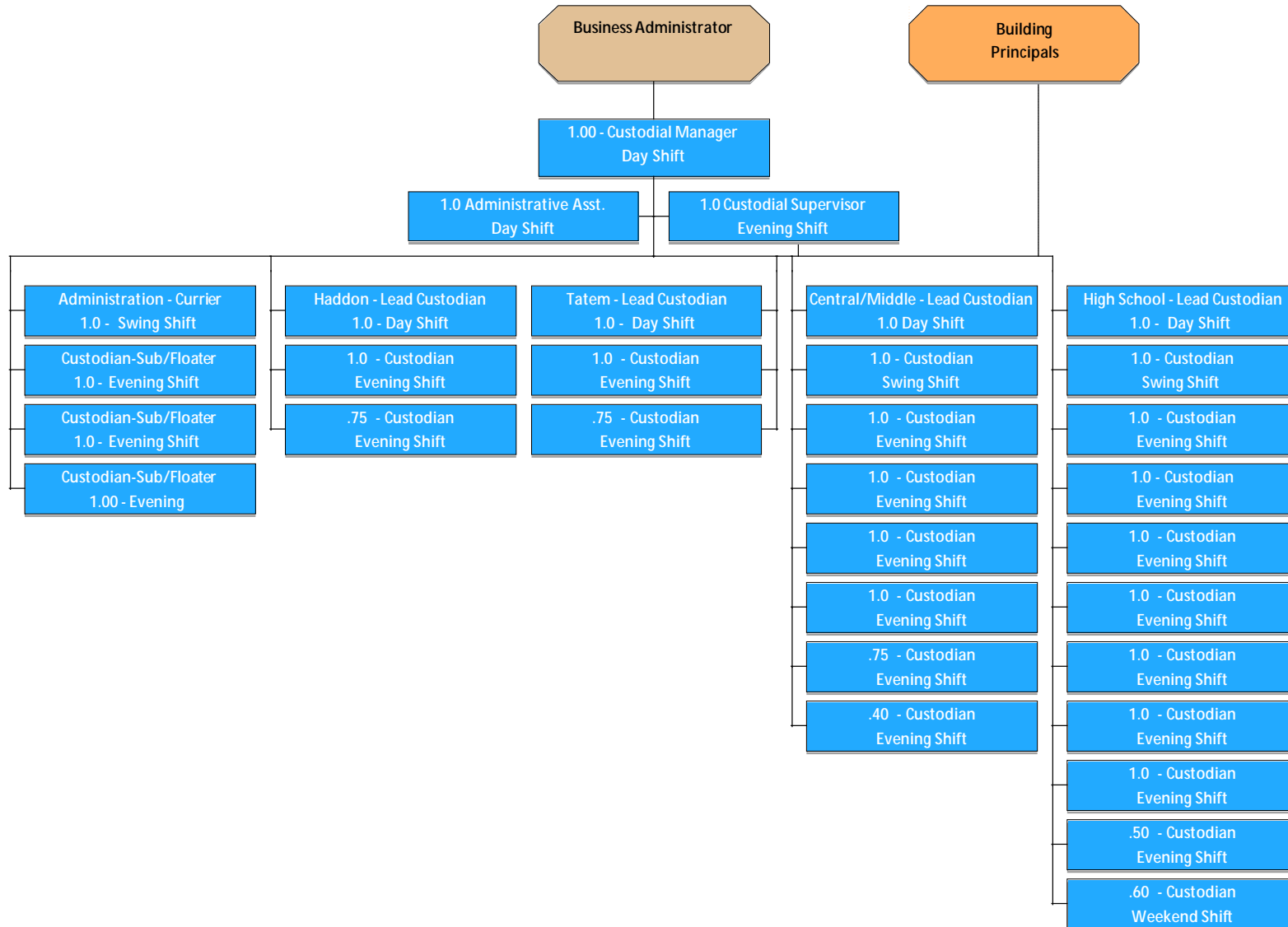
5. All Contractors must adhere to the following Organization and Reporting Relationships, in preparing their bids.

Outsourced Organization

All Maintenance & Supervisor of B & G Remain on District Payroll All Other Staff on Contractor Payroll

Total Outsourced FTEs - 2.0 Mgmt. - 1.0 Clerical – 26.75 Custodians = 29.75 FTEs

(Octagon Boxes District Payroll - Square Boxes Outsourced Payroll)



P. Detailed Required Work Shifts and Minimum Staffing: The following are the required work shifts and staffing that all Contractors must base their bids. Failure to do so will result in the contractor deemed not responsive or responsible. These shifts and start times building staffing may be changed at the discretion of the District based upon the needs/special events of the District. When requested by the District, the Contractor will modify the shifts within forty eight (48) hours of notification by the District.

Detailed Required Work Shifts and Minimum Staffing the Contractor Must Provide the Following Staff (All Staffing Are in Full Time Equivalents – 1 FTE Equals 2080 Hours Per Year) <i>Maintenance & Supervisor of B&G on District Payroll - All Custodians are Outsourced</i>							
Building Name / Position	Square Footage	REQUIRED SHIFTS & STAFFING in FTEs					Totals
		Day Shift 6:30am to 3:00pm	Day Shift 8:00 or 9:00am to 4:30 or 5:30pm	Swing Shift 10:00am to 6:30pm	Even. Shift 3:00 to 11:30pm	Weekend 7:30am to 4:00 or 7:00pm	
		Custodial Staffing					
Haddon Elementary	47,000	1.00	-	-	1.75	-	2.75
Tatem Elementary	46,000	1.00	-	-	1.75	-	2.75
Central/Middle School	131,000	1.00	-	1.00	4.75	0.40	7.15
High School	190,000	1.00	1.00	-	7.50	0.60	10.10
Administration	-	-	-	-	-	-	0.00
Courier/Floaters	-	-	-	1.00	3.00	-	4.00
Sub-Total Custodial	414,000	4.00	1.00	2.00	18.75	1.00	26.75
		Management & Clerical Staffing					
Management	-	-	1.00	-	-	-	1.00
Supervisors	-	-	-	-	1.00	-	1.00
Admin. Support	-	-	1.00	-	-	-	1.00
Sub-Total	414,000	0.00	2.00	0.00	1.00	0.00	3.00
TOTAL	414,000	4.00	3.00	2.00	19.75	1.00	29.75
1. All staffing is represented as FTEs; one FTE equals 2080 hours per year. 2. The floater position must work other shifts as requested by the District or changing needs. One Floater works swing/evening shift Tuesday to Friday then will work days on Sat. 3. Shifts and start times may change from time to time based upon District needs especially from July 1 to March 100. 4. At least 14 custodians (7 day and swing shift, 7 evening shift including 3 floaters, and 2 management of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract 5. On days that schools are closed for snow the contractor's staff must be available to work days to assist the District's staff for snow removal. When this occurs the contractor will not provide evening cleaning. On days there is a delayed opening the Contractor must bring in some of its custodians early to assist in the snow removal, when this occurs the Contractor must provide evening cleaning. 6. The custodians working the 6:30am and 7:00am shifts are to be Head Custodians at \$14.00 per hour plus have their Black Seal license.							

Q. Current Employees: It is expressly understood that currently employed custodial employees will be offered the opportunity to interview for positions with the Contractor.

R. Services, Equipment and Other Items Provided by the Contractor: the following is to be provided by Contractor and included in their pricing. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder

1. **Equipment Provided and Equipment Budget/Pool:** The Contractor will incorporate into their pricing an

equipment budget of \$40,000 which will be charged in Bid Form A at \$8,000 per year. This pool of funds will be used by the Contractor to purchase equipment costing more than \$250.00 each, subject to District approval, for any future needs for the program. Any equipment need costing less than \$249.00 must be paid for and supplied out the Contractors operating cost for supplies. All equipment and vehicles purchased must be new and of a name brand and approved by the District prior to purchase. The budget/pool of \$40,000 is paid back to the Contractor by the end of the fifth year of the Contract. Ownership of all equipment and vehicles purchased using this budget/pool will pass to the District upon completion of the final year (fifth year) of this Contract regardless of when purchased during the Contract. In the event that the Contract is terminated prior to completion of the end of the fifth year, at the District's option the District may either pay the Contractor or will cause a succeeding Contractor to pay an amount equal to the amount remaining as of the date of termination or have the current Contractor remove the equipment at no charge to the District. The Contractor will maintain an inventory of all equipment purchased using the budget/pool as well as the amount remaining to be spent. The District will supply the contractor with the format for this inventory. At any time, the budget/pool and inventory is subject to audit by the District. Should there be unspent funds in the budget/pool at the end of fifth year of the contract; the Contractor will issue a credit, for that amount, on its final bill to the District. Not doing so or not meeting these requirements will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.

In addition to the above budget/pool the Contractor will supply all hand held devices needed for the computerized custodial quality assurance to be used and provided to the Custodial program. At the end of the contract term all the above equipment will revert to District ownership.

The attached Exhibit 4 includes a current listing of all District equipment that can utilized by the Contractor. All Contractors may utilize this equipment in their proposal and pricing. The District does not warrant the condition and it behooves the Contractor to verify the condition of the equipment. Should this equipment be determined, by the Contractor, to be insufficient to perform the scope of work of the IFB the Contractor must provide a recommendation for what equipment the District will need to purchase or charge to the Contractor's \$40,000 budget/pool. The Contractor must have District approval prior to all purchases being made. The Contractor is responsible for all damage to equipment other than normal wear and tear.

2. **Supplies Minor and Office Equipment Provided:** See Exhibit 3 Cost Responsibility Summary on page 37 for details. The contractor will supply all needed and required safety and personal protection equipment for its staff. The contractor will provide the equipment as detailed in Exhibit 5 Required Equipment. The cost for this equipment must be incorporated into the Contractors charge for office equipment or on-going costs. It must and will not be charged to the \$40,000 Budget Equipment Pool. Contractor will supply time clocks at each site for the Contractor's staff to clock in and clock out.
 3. **Offices:** The District can provide office space to the contractor. The contractor will need to inspect the offered space to determine if it will meet their needs. Any additional space required for office, office furniture or equipment for the Contractor's on site operations must be provided by the contractor and included in the Total Contract Price. The office must be located within the District.
 4. **Computerized Custodial Quality Assurance System:** The Contractor will provide its own computerized custodial quality inspection system. The Contractor will supply handheld devices needed for the system. The system provided will include quality control capabilities, provide for random inspections, and provide simple and graphic monthly reports to the District based upon a mutually agreed upon scoring system. Inspections will be performed on a mutually agreed upon schedule by the District and Contractor. The Contractor will provide the District with quality control inspection/reports as requested by the District. The Contractor must provide evidence and details of their system that meet the aforementioned requirements, to be considered responsible.
- S. District Provided Equipment and Supplies:** The District will provide all custodial, maintenance, grounds and snow removal supplies and equipment, vehicles, and operating costs to provide the services to meet the scope of work. The Contractor can utilize this equipment but will be responsible for all damages with the exception of normal wear and tear. Equipment will be inspected daily by the Contractor's staff using written inspection logs. All discrepancies and defects with documented repairs will be made and reported. The District will provide all

snow removal supplies, snow and ice melt, storage, water, and electrical power. See Exhibit 3 Cost Responsibility Summary on page 37 for details.

T. Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations: The following details the qualifications and requirements the Contractor must meet to be considered as well as the parameters around which the District will determine the viability of the Contractor's references and performance. **Not doing so or not meeting these requirements will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.**

1. **Qualifications and Requirements for Being a Responsible Contractor:** This contract will be awarded only a responsive and lowest responsible priced Contractor, as determined by the District, to provide the scope of work and services specified. The following evidence of eligibility must be submitted (not doing so or not meeting these requirements will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder):
 - a) Evidence that the Contractor possesses the correct certifications by the appropriate government agency/s to perform the work specified.
 - b) Evidence that the Contractor is licensed by the appropriate government agency/s to perform the work specified. (see Bid Form H Required Licensing)
 - c) Evidence the Contractor has and can provide the training programs, management systems, program, and procedures that meets the requirements and Scope of Work in this IFB.
 - d) Having the experience in the uniqueness of public school district custodial operations and the conversion of self operated public school district custodial operations are critical to the success of this contract. Because of that Contractors must presently be providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor's payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Provide this list school districts on Bid Form E. Failure to provide the aforementioned list of public school districts on Bid Form E and the detail required will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.
 - e) Pursuant to N.J.S.A. 18A:18A-4. The Contractor must have a positive record of successful management experience in the performance of providing custodial services to public school districts.
 - f) The Contractor will submit with their bid the resume/summary of qualifications of the proposed on-site supervisor. All contractors must submit their best candidate with as much detail of the candidate's work history, education, skills, and experience as possible. At a minimum for a Contractor to be considered responsive and responsible the proposed candidate must meet/exceed the following qualifications/skill level. Provide copies of all candidates' licenses and certifications with the bid response. State how long the proposed candidates have been employed in your company. Not doing so or not meeting any of the following will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder:
 1. General Manager:
 - a) Must have at least three years experience in managing a comparable sized public school district.
 - b) Must be currently employed with the Contractor for at least one year.
 - c) Must have more than seven years experience in the facilities management industry.
 - d) Must have a high school diploma or GED equivalent diploma.
 - e) Must obtain a New Jersey Certified Educational Facilities Manager pursuant to 18A:17-49 within one year.
 - f) Must be in the process or have a Black Seal License by 10-15-2010.
 - g) Must be fluent in English.
 2. Custodial Supervisor:

- a) Must have at least two years experience in managing a comparable sized public school district.
- b) Must have two years experience in the custodial industry.
- c) Must have a high school diploma or GED equivalent diploma.
- d) Must be in the process or have a Black Seal License by 10-15-2010.
- e) Must be fluent in English.

The Contractor's proposed candidate must be the candidate who is in place when the contract starts. "Bait and switch" of candidates will not be allowed. This could result, based upon the District discretion, to deem the Contractor not responsive or responsible or result in a default of any resulting contract. Prior to awarding a contract the District may conduct a face to face interview with the Contractor's proposed candidate.

2. **Contractor Requirements:** Bid responses should be as thorough and detailed as possible so that the District may properly evaluate the Contractor's capabilities to provide the required scope of work and services. The requirements for a Contractor to meet in order to be considered responsive and responsible are stated in this IFB and are summarized in Exhibit 1. Contractors not meeting the requirements as detailed in this IFB, in their bid response, will result in the Contractor bid response deemed not responsive and the Contractor not responsible.

3. **Performance Investigation:** As part of the bid evaluation process, the District will make inquiries and investigations, from the Contractor's customers, to determine the ability of the Contractor to provide the services. Any Contractor who omits any requested information or does not comply with this section is subject to having their bid deemed not responsive and not responsible.

- a) **Contractor Performance Expectations:** If the Contractor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. Please indicate if the Contractor has experienced no such termination for default in the past five (5) years.
- b) If the Contractor has had a contract that has ended and is no longer serving, or not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client. If the Contractor has had a contract not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client.

4. **Start-Up/Transition Plan:** A successful start up of this contract is essential to its success. For a contractor to be considered to be responsive and responsible the Contractor must submit with their bid response a detailed start up/transition plan from pre-planning June 1, 2010 through the start of school September 30, 2010. The plan must detail the additional management/resources they will be providing as well as the start up task, implementation date, estimated completion date, and who is responsible. A responsive and responsible start up/transition plan has over 100 or more tasks listed. This plan must be submitted in an Excel format or a Gantt chart and it must be customized to the start up of this contract. Failure to provide the aforementioned startup/transition plan and the detail will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. All start up costs will be amortized on a straight-line basis over a period of five (5) years.

U. **Sub-Contracting:** The Contractor must be fully capable of performing the scope of work and services within its own resources and may not assign, transfer, or sublet the contract or any portion thereof without the written consent of the District. Sub contracting any part portion of this contract, without District permission to do so, will result in the Contractor bid response deemed not responsive and the Contractor not responsible.

V. **Evaluation of Bids:** It should be understood by each contractor submitting a bid that the nature of the District's custodial services operations is such that a detailed scope of work or descriptions of the services to be performed

do not necessarily ensure a high or even moderate level of satisfaction or acceptability by the recipients of the services. Thus, the District must select a bid that not only meets or conforms to scope of work included in the IFB, but also offers clear and reasonable assurance of being responsive and responsible. To be a responsible bidder the bidder must conform in all material respects, as decided by the District in its sole discretion, to the terms and conditions, specification, scope of work, legal requirements, and other provisions of this Invitation for Bid. By not doing so the bidder will be non-responsive and will be deemed not a responsible bidder. As such the Contractor's bid will be rejected and not considered. Administration will recommend a Contractor to the School Board for the award of the contract based upon whose bid is responsive and is the lowest responsible bid. Each area of the requirements should be addressed in detail in the contractor's bid; if not it will be deemed unresponsive and thereby not a responsible bidder. The District will determine if the contractor has met these requirements. The requirements that must be met for a Contractor to be considered responsive and responsible are contained in the IFB and detailed in Exhibit 1.

The District will calculate price based upon the aggregate total of the first two years of the contract. For years three and four the contractor must use the New Jersey Index Rate (18A:18A-42). All Contractors must submit their pricing on Bid Form A – Pricing.

- W. The Contract and Its Award:** Award will be made on an “All-or-None Offer, Total Offer” basis. Any contract awarded pursuant to this Invitation for Bid will be awarded to single Contractor or to none at all. Award will be made to the Contractor whose bid is responsive and determined to be the lowest responsible price. Taking into consideration will be the Contractor's required response and meeting all the requirements of responsibility in this IFB. There is no obligation on the part of the District to award a contract. The District may cancel this IFB, reject bids or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason.

This IFB and the Contractor's bid response will be made part of the final contract (which will be provided by the District). Should there be a conflict the order of precedence will be the contract, the IFB, and last the Contractor's bid response.

1. **Term of Contract:** The contract will be for a term of two (2) years, with an option for three (3) one year renewals at the School Board's discretion. The contract will commence on July 1, 2010 and continue until June 30, 2012.
2. **Governing Law:** The Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of law's provisions therein.
3. **Assignment:** The rights of the Board or Contractor under the Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement.
4. **Independent Contractor:** Contractor is and shall perform its services under the Agreement as an independent contractor and not as the Board's agent, partner or joint venturer. Contractor is employed to render the services only, as specified in the Agreement, and any payments made by the Board are compensation solely for such services rendered.
5. **Termination Clause:** The following language will be incorporated in the contract:
Termination for Cause...If either party fails to comply with any of the obligations required of it in this contract and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a fifteen days (15), then the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.

Termination for Convenience...After one (1) year, either party may terminate this Agreement at any time upon giving sixty (60) days' prior written notice to the other party.

Notwithstanding the above, the successful Contractor will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Contract by the Contractor and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damages due the District from the Contractor is determined.

6. **Payment of Invoices:** The Contractor will bill the District in monthly duly verified invoices. The District will pay all invoices from the Contractor within 30 days of receipt of a properly completed invoice and supportive documentation (certified payroll, etc.) submitted seven (7) days prior to the current month's School Board meeting. All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the District for a period of two (2) years after final payment: copies will be made available to the District upon request. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor will correct or modify the work to comply with the contract requirements and the District.
7. **Supplemental Billing:** All District related overtime is included within the Contractor's pricing. However there may be rare occasions when the school or schools are rented to an outside entity not affiliated with the District. Should the Contractor be required, by the District to provide coverage outside of regularly scheduled coverage for non school district related events; the Contractor may supplemental bill the District for that coverage. The billing will be based upon the wage rates, benefit percentages, payroll taxes percentages and management fee percentage as detailed in Bid Form A Pricing. No other mark ups will be allowed.
8. **On-Going Contract Monitoring:** The District will utilize the services of an independent and impartial monitor to provide on-going monitoring of the contractors performance and compliance of the contract. All Contractors will include the annual cost of these services as detailed in Bid Pricing Form A. The contract price will have these charges included but will be billed as a credit to the District as the District will be paying the contract monitor directly.

The Monitor will audit the Contractor for compliance of the requirements of this IFB and resulting contract. The Monitor will perform three annual inspections of all buildings and will inspect 25 to 30 areas/criteria as to the quality of the cleaning level and determine if the various items, systems, and procedures are in place at each school as required by this IFB. The cleaning scoring used will be based on a scale of 1 to 5, with 1 = poor, 3 = average and 5 = excellent. The scores are then totaled for each school and divided by the maximum points available for each school. The resulting percentage is the rating for each building. The ratings scale is, less than 59% is below average, 60% to 79% average, and greater than 80% above average. Ratings below 60% need improvement. Any time in which a school is rated below 59% the Contractor will be required to submit a written action plan for improvement and implement said plan immediately. This plan and format must be approved by the District.

- X. Bonding Requirements:** The following are the bonding requirements the Contractor must submit with their bids and contract.
1. *Bid Guarantee:* The Contractor will submit with a bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the District. When submitting a Bid Bond, it will contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the District. The check or bond of the unsuccessful contractor(s) will be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the contractor to whom the contract is awarded will be retained until a contract is executed. The check bond of the successful contractor will be forfeited if the contractor fails to enter into a contract pursuant to N.J.S.A. 18A:18A-24. Failure to submit a bid guarantee will result in rejection of the bid.
- Y. Insurance Requirements and Indemnification Language:** Insurance is to be placed with insurers with a current Bests' rating of A+: VIII, or with an insurer acceptable to the District. The Contractor will furnish the District with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and will name the District as an "additional insured". The certificates are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time. The insurance will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Self-insured contractors will submit an affidavit attesting to their self-insured coverage and will name the District as an additional insured.

1. *Contractors Liability Insurance:* Contractor shall keep in full force and effect during the term this contract a Commercial General Liability insurance written on an occurrence-based form in a minimum amount of \$2,000,000 per occurrence and \$5,000,000 general aggregate as well as \$100,000 for property damage liability. Coverage will be maintained without interruption from date of commencement of work until date of final payment.
2. *Worker's Compensation:* The Contractor will secure and maintain for the life of this agreement, valid Worker's Compensation Insurance as required by law, currently \$100,000. The contractor shall also be required to have excess liability insurance which shall have a drop down provision to cover over \$1,000,000 of Employers' Liability of the Workers Compensation coverage.
3. *Health Insurance & Fringe Benefits:* The Contractor must provide its staff the Required Minimum Fringe Benefits as detailed in Paragraph N.
4. *Automobile Liability:* The Contractor will secure and maintain during the life of this agreement, automobile liability insurance on all vehicles against bodily injury and property damage in the amount of at least \$100,000 per person, \$300,000 per occurrence.
5. *Indemnification Language:* The following language will be incorporated into the contract:
The Contractor agrees to save and hold harmless the Board of Education of the Borough of Haddonfield, its departments, agencies, board, officers, officials, agents, servants, administrators and employees, from and against any and all liability arising out of the use of said premises or property, resulting from negligent acts or omissions 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 indemnities' 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. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

Z. OSHA , AHERA, Blood borne Pathogens and Hazardous Communication Act Regulations: It is the responsibility of the Contractor to insure that all AHERA, OSHA, Blood borne Pathogens, and Right to Know regulations applying to this contract are adhered to at all times.

AA. Affirmative Action Certification: No contractor 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 in full, required regulatory text, which is included as Bid Form K of this bid specification.

1. Goods and Services (including professional services) Contracts: The successful contractor will submit to the District, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:
 - a) A photocopy of a valid letter that the Contractor is operating under an existing federally approved or sanctioned affirmative action program (good for 1 year from the date of the letter);
 - b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - c) 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. 12:17-4.

BB. Americans with Disabilities Act of 1990: Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read Americans With Disabilities language that is included as Bid Form L 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 District harmless.

CC. Stockholder Disclosure: N.J.S.A. 52-25-24.2: provides that no corporation or partnership will 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. Contractors will submit a statement setting forth the names and addresses of all partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership will be completed and attached to the Contractor's bid. 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 will result in rejection of the bid.

DD. Proof of Business Registration, Sales and Use Tax : N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the bid. Proof of registration will be a copy of the contractor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue, to obtain a BRC via the internet go to www.nj.gov/njbgs or by phone (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods.

1. The Contractor will 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 were used;
3. During the term of this contract, Contractor and its affiliates will collect and remit, and will 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 will 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.

EE. New Jersey Worker and Community Right to Know Act: The manufacturer or supplier of chemical substances or mixtures will label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled will show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

FF. Non-Collusion Affidavit: The Affidavit will be properly executed and submitted with the Contractor's bid.

GG. Political Contributions Disclosure Form ("Pay to Play"): In accordance with Chapter 271, New Jersey Laws of 2005, and all vendors must submit with their bid a list of political contributions, which are reportable, made by the vendor during the preceding 12 month period. See Bid Form M with Instructions in Section IV.

Section 2 – Scope of Work and Services to be Performed by the Contractor

Introduction

The selected Contractor will provide administrative and technical direction for the management and operation of the custodial function throughout the District. Such direction will include, but not be limited to, assistance in the planning, organizing, coordination, direction, training and controlling of the custodial services to ensure the buildings are clean 24 hours a day. The Contractor will maintain the District's custodial services in a condition acceptable to the District. The Contractor will control the cost of labor and materials, support energy conservation measures and maintain continuous availability of trained and experienced managers and technical support. The Contractor is expected to provide administration and technical direction in the management of the custodial organization. When requested, the Contractor will also be capable of providing the technical expertise and support for various operations projects as detailed in the attached scope of work and services.

The scope of work and services to be delivered by the Contractor will be provided in accordance with the highest standards of professionalism, skill, workmanship, applicable trade practices and will conform to all applicable codes and regulations. All items stated in this IFB and the resulting contract are subject to inspection and audit by the district.

The Board or its designee will have input and final approval in the selection of on-site supervisors to be assigned to its facilities. The Board or its designee will also retain the right to request the Contractor for replacement of any of the Contractor's on-site staff and assigned supervisors for whatever reason the Board or its designee deems sufficient cause. Upon notice of such a written replacement request, the Contractor will assign a new supervisor, subject to School Board or its designee's approval and interview process.

In order to ensure effective implementation of the following Services, Contractor shall ensure that the employees working in the District possess the ability to write, read, speak and understand the English language.

A. Professional Management and Staff

1. Provide on-site management staff who will undertake all issues and duties pursuant to the attached IFB's scope of work and specifications.
2. Provide custodial technical personnel to support the on-site staff.
3. Provide recommendations for the improvement of departmental organizational efficiencies on an ongoing basis.
4. Direct and train the employees in a manner providing for effective coordination of skills, time, custodial functions, purchased services, equipment and supplies.
5. Provide human resources management for the department with respect to those provisions outlined in the scope of work and services.
6. At all times cooperate and coordinate with outside contractors whose products and services affect the scope of work and services, repair or replacement of building systems. Provide them with assistance and instructions as to where the services need to be rendered.
7. Communicate with District staff and principals concerning custodial requests.

B. Cost Effective Custodial Resource Management

1. Manage all custodial resources with strict attention to fiscal responsibility, including the following controls:
 - a) Assist in the preparation of specifications for the purchase of supplies as requested by the District.
 - b) Provision and implementation of written procedures to include but not limited to:
 - Payroll, personnel, budgeting and purchasing
 - Receipt, storage and issue of supplies
 - Provide and maintain a supplies inventory and an administrative system to control the inventory within the first six months of the contract.
 - c) Provide accountability reports, as requested, to the District

C. Safety, Compliance, and Building Security

1. The Contractor's on-site supervisor will support the District for providing safe well-maintained facilities to include:
 - a) Recommendations to administration concerning life safety procedures.

- b) Fire extinguisher serviceability control to include type, location and service date by school. (the Contractor will perform an inventory to include the above and note the location of each extinguisher on a school building floor plan)
 - c) Utilities shut off procedures and locations. The contractor will develop written procedures for shutting down the utilities (water, gas and electric), color code the locations and place their locations on the same school building floor plan use for the fire extinguishers.
2. Provide assistance to District with respect to the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable occupational safety and health codes and standards, and applicable Life Safety Codes.
 3. Assist in the collection and filing in organized records, documents provided by the District for certification of the physical plant's compliance with the requirements of applicable laws and regulations.
 4. Provide recommendations to allow safe facilities practices.
 5. Upon notification to Contractor of an incident, Contractor will administer a safety incident reporting system to include investigation and evaluation of incidents. The Contractor must notify the District within 24 hours of such incident.
 6. Provide safety-related training and information, including Hazardous Communication Act regulations, and presentations for new employees, and continuing education of all contractor custodial employees.
 7. Develop during the first six months of the contract and then maintain a reference library of pertinent local, state and federal documents and publications which deal with facilities facets of safety to include all applicable safety codes and standards.
 8. Contractor will make routine safety and material inspections and report results to Administration.
 9. Work will be performed only by permanently assigned employees during authorized working hours. They will carry school issued identification cards and will be uniformed in accordance with the IFB/scope of work. The Contractor will submit a roster of all employees listing name, home address, home phone number, assigned duties and work area. The on-site supervisor will also list emergency numbers. The roster will be updated as necessary within twenty four (24) hours of any changes authorized by the Business Administrator. A complete new roster will be provided at the time of each change in the roster.
 10. The Contractor's employees will be instructed as to the District's security procedures and will comply with same, subject to modification only by school personnel authorized to administer this service. Keys and/or card keys to the facilities held in the Contractor's custody will be accounted for at all times.
 11. At any time the Contractor will not permit unauthorized or non-working persons on school premises. All personnel will be restricted to those areas where by they have assigned duties to perform. Dependents, children or friends of employees are not permitted on school premises.
 12. The Contractor's personnel will make certain all exterior doors and windows are locked and securely latched before leaving an area, even for temporary periods. Under no circumstances will perimeter facility doors be propped or held open for any reason at any time.
 13. Any evidence of a possible crime observed by the Contractor's personnel must be immediately reported to the Police Department, School and District administration. The presence of unknown persons who cannot identify themselves as employees of the Board or provide proof of authorization to be on school premises during non-business hours must be immediately reported to the police.
 14. Keys and/or key cards providing access to school buildings will be furnished to the Contractor who will be responsible for safeguarding them and preventing their unauthorized use. Upon request, the Contractor will immediately return any keys as requested by the Business Administrator.
 15. Under no circumstances will the Contractor duplicate keys. The Contractor will assume full responsibility for theft or loss of said keys and will pay for re-keying all locks operated by these keys. Any and all losses incurred by the school as a result of the Contractor's failure to comply with the IFB/scope of work will be deducted from monies owed the Contractor.

16. Smoking and alcohol consumption is not allowed on any school property. The use of school telephones, radios, television, computers, vehicles and equipment is strictly prohibited unless authorized by the District. Meal breaks will be permitted only in areas designated by the School Business Administrator.
17. The Contractor's employees will, at all times, display a photo identification card on their uniforms.
18. The Contractor will have sufficient coverage, at all times, of custodians with Black Seal Boilers Licenses working in each building when occupied.
19. The Contractor must comply with the District's Integrated Pest Management Plans.
20. Contractor's staff will log the location of all fire extinguishers in each building, inspect all fire extinguishers monthly, and sign off on the tag of each one, and maintain a log.
21. The Contractor will be the first responder on all intrusion alarm calls for all buildings.
22. The Contractor is responsible to ensure all buildings are properly opened in the morning and locked and secured (doors and windows) in the evening.
23. The Contractor must comply with the District's Integrated Pest Management Plans.

D. Disaster Preparedness Plan

1. Assist the District in the preparations of a facilities-related Emergency Disaster Plan by assisting in disaster rehearsal drills, as required. Within the first 90 days of the contract the contractor must define, in writing, their staff's responsibilities pursuant to the District's Disaster Preparedness Plan.
2. Assist the District in implementing its plan for fire response preparation.
 - a) Designation, notification and assignment of responsibilities to custodial personnel.
 - b) Train the custodial staff on the use of alarm systems and signals, fire equipment and methods of fire containment measures.
 - c) Train and provide written procedures/instructions to the custodial staff on their responsibilities in case of disaster, other threats and threat of explosion.
 - d) Assist in the posting of evacuation routes and procedures.
 - e) Assistance, when requested by the District, in the conduct of fire and evacuation drills.
3. The Contractor's supervisor will participate in the District's school safety teams.

E. Employee Development and Direction

1. Encourage and facilitate the well-being and development of custodial employees in the provision of educational opportunities, custodial training, programs and materials. The contractor will make available all training resources to District Building and Grounds staff. The contractor will train all custodians to the same extent as they train their own employees and will provide the following to all custodians:
 - a) Provide and document new employee as well as substitute orientation, in-service and developmental training.
 - b) Provide self-study training materials in subject units applicable to appropriate occupational categories, qualifications and experience for its staff.
 - c) Hold monthly staff meetings with contractor custodial employees to discuss mission, training and current issues with documentation of specific training measures and topics undertaken.
 - d) Provide fully integrated custodial employee training and development program. This will include job-related technical skills training as well as personal development opportunities.
 - e) Provide complete training for all of its employees on the operation and care of the equipment provided by the Contractor and or District
 - f) Provide training for all of its employees for the proper use and application of all supplies.
 - g) Provide all required training including, but not limited to OSHA , IPM, AHERA, IPM, Blood borne Pathogens and Hazardous Communication , confined space, etc. Provide the District with training topics covered and sign in sheets.
2. Manage and direct the Contractor's employees.
 - a) Contractor will provide all direction and supervision for its employees.

- b) Provide personal leadership and clear, comprehensive written instructions defining tasks and functions.
- c) Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships.
- d) Provide and maintain job descriptions for each member of the custodial organization. Establish and conduct a program of individual performance review.
- e) Establish and maintain personnel records in accordance with existing procedures.
- f) Maintain a written record of employee performance, qualifications, and specialized training.
- g) Maintain records and prepare reports as required by occupational safety and health programs.
- h) Make staffing recommendations concerning the contractor and district custodial personnel's organizational skills, number of hours and shifts.
- i) Provide and maintain written task schedules for all custodial employees. These task schedules will be done by time and task and customized to the each individual custodian pursuant to Exhibit 6. The contractor will submit all task schedules on the form provide by the District to the District for approval. This will be completed within 60 days of the start of the contract.
- j) Provide a summer cleaning plan each year by May 31, 2010 on a form provided by the District.

F. Contractor's Performance Review and Employee Evaluation

- 1. A written monthly manager's report of facility activities and objectives will be provided to the administration.
- 2. The Contractor's management personnel will routinely conduct site program status reviews and make quarterly written reports.
- 3. The on-site and regional managers will routinely meet with administration no less than ten times per contract year.
- 4. The Contractor will provide each employee with at least one annual performance appraisal/ review.

G. Computerized Custodial Quality Assurance System

- 1. The Contractor will provide its own computerized custodial quality inspection system. The Contractor will provide all computers, software, copy machines, fax machines and all office equipment needed to meet the Scope of Work. The Contractor will supply all handheld devices needed for the system.. The Contractor will supply all handheld devices needed for the system. The system provided will include quality control capabilities, provide for random inspections and provide simple and graphic monthly reports to the District based upon a mutually agreed scoring system. Inspections will be performed on a mutually agreed upon by schedule by the District and Contractor. The Contractor will provide the District with quality control inspection/reports as requested by the District.

H. Administrative Scope of Work and Services

The Contractor will undertake all issues and duties pursuant to the scope of work and services to be provided. Specific areas of responsibility are:

- 1. Supervision - The Contractor's on-site supervisor will assume line management duties controlling direct labor activities including: hiring, termination and job descriptions. The Contractor's on-site supervisor will also assume line management duties controlling direct labor activities for the Contractor's custodial staff including: task assignments, scheduling, training, application of personnel policies and direct labor hour justification.
- 2. Staff Interaction - The Contractor's on-site supervisor will undertake to initiate, develop and maintain sound and professional working relationships with members of the faculty, administration and staff throughout the District including: routine communication on facilities related issues, open solicitation of ideas and involvement in facility issues as appropriate.
- 3. Custodial Quality Assurance System: The Contractor will provide a computerized custodial quality inspection system with hand held data input devices. Inspections will be performed on a mutually agreed upon schedule by the District and Contractor. The Contractor will provide the District with quality control inspection/reports as requested by the District.
- 4. Procedures - The Contractor will develop, publish and apply procedures appropriate and necessary to the

facility function including, but not limited to:

- Emergency Call-In List
 - Assignment Accountability
 - Work Order Procedures
 - Custodial task schedules
 - Time Accountability
 - Personnel & Safety Policies
 - Pre & post check list for building usage by non District entities.
5. Planning - The Contractor's on-site supervisor will provide written plans to the District for project cleaning and coverage for evening, weekend and special events. This plan will include the utilization of District and Contractor's staff. By May 15 of each year the Contractor will submit its summer cleaning plan in a format specified by the District for review and approval.
 6. Property Control - The Contractor's on-site supervisor will assist the District in maintaining accountability for the use and maintenance of capital assets, parts, components, and inventories including: actions and/or recommendations as to equipment use, inspection and repairs as well as control of parts and supplies.
 7. Reporting - The Contractor's on-site supervisor will issue such monthly reports as deemed necessary to fully apprise administration of objectives, current and planned activities (to include but not limited to) budget compliance, provide needed data to Business Administrator for District budget preparation, personnel issues, equipment and facility status, as well as custodial departmental issues and objectives.
 8. Records – At times the Contractor will initiate, compile and maintain records and files necessary for the smooth and optimal functioning of the facility department, such as:
 - Time Sheets
 - Code Compliance
 - Safety
 - Equipment
 - Inventory Control
 - Budgets
 - Planning
 - Security
 - Personnel
 9. Code Compliance – Depending upon the work performed by the Contractor, the Contractor's on-site supervisor will research, review, apply and make recommendations concerning compliance with local, state and federal codes, statutes and ordinances.
 10. Safety and Security - The Contractor's on-site supervisor will support the District by providing a safely maintained and secure facility. Daily, the Contractor will ensure to lock and secure each building at end of the last work shift.
 11. Communication: Within 60 days of the start date of the contract the Contractor will meet with Administration and the Contract Monitor to establish Common Goals and Objectives for the Custodial Program and a Facilities Services Review Committee. This Facilities Services Review Committee will be made up of, at least one of the school Principals (on a rotating basis), a member of District administration, and a representative from the Contractor. It will be the responsibility of the committee to review District concerns, complaints, customer service satisfaction assessments, new service related initiatives, make appropriate recommendations to the Contractor, ensure the goals and objectives for the program are being met and to establish new ones. Thereafter, these meetings will be held every three months or sooner if deemed necessary by the District.
- The successful Contractor will also be required to meet with each building principal at least monthly to seek their input concerning their school with regards to the custodial program.

I. Services Not Performed by the Contractor

The following are the services not performed by the Contractor but contracted to outside vendors and managed by the District:

1. Sanding of stage and gym floors.
2. Provision of any pest control services.
3. Sandblasting exterior building surfaces.
4. Any major painting projects.
5. The washing or dry cleaning of curtains.
6. Major plumbing, electrical, mechanical and HVAC repairs
7. The kitchen staff will clean the kitchen and serving areas except for the items in J5 and J6.
8. Cleaning of outside windows except for the first floor.

J. Custodial Scope of Work and Services: The following J through J15 details the custodial scope of work and services. Within the thirty ninety days of the start of the contract task schedules must be developed by the Contractor for the Contractor’s staff and the District’s staff; then approved by the District to encompass the following scope of work. The task schedules will delineate the tasks and responsibilities for the District’s and the Contractor’s custodial staff.

Specification J				
Cleaning and Custodial Responsibilities				
Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
J1 - Classrooms, Laboratories, Auditorium, and Shop Areas When Schools Are in Session During the School Year				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
b. Spot-clean glass in doors , partitions and on the inside of windows to remove smudges.	X			
c. Empty pencil sharpeners.	X			
d. Spot-clean walls, doors and ledges as needed.	X			
e. Vacuum clean traffic patterns on carpeted floors four days each week	X			
f. Completely vacuum clean the entire carpeted area, moving all furniture and rearranging as needed.		X		
g. Dust mop smooth floors. Sweep rough wood or concrete floors.	X			
h. Spot-mop floors as necessary, except in carpeted areas.	X			
i. Clean sinks and sanitize, replenish paper towels and soap dispensers.	X			
j. Spot clean stains in carpets.	X			
k. Rearrange furniture as needed.	X			
l. Thoroughly mop smooth flooring surfaces with a mild sanitizing solution.		X		
m. Damp wipe doors	X			
n. Dust window ledges, sills, displays and decorations. Dust horizontal furniture surfaces, inspect student desktops and spot-clean them to remove heavy soil, heavy markings or graffiti.		X		
o. Dust vertical furniture surfaces, wall vents and vertical wall trim.		X		
p. High dust, check for and remove all cobwebs.		X		
q. Sanitize and clean doorknobs/handles; push plates.	X			
r. Clean door kick plates and glass.		X		
s. Clean and damp wipe chalkboards , high schools will be done daily		X		
t. Clean and damp wipe chalkboards trays.	X			
u. In areas that have terrazzo or resilient tile floors and have floor finish/wax, buff the floors. If there are sealed concrete floors coated with floor finish/wax, these will be buffed monthly.			X	X
v. Scrape gum, glue and remove any debris that will not sweep up.	X			
w. Clean and sanitize telephones	X			
x. Empty recycling container and clean as needed		X	X	
y. Check for and replace any missing chair and desk glides.		X		
z. Replace any missing or stained ceiling tiles.	X			
aa. Replace any light bulbs that are not working.	X			
bb. Turn off all lights and not essential electrical equipment.	X			
cc. Close and lock all windows and doors.	X			
dd. Lower /raise all shades and/or blinds to an even half open position.	X			
J2 - Rest Rooms When Schools Are in Session During the School Year				
a. Thoroughly sanitize rest rooms after school each evening, and police as necessary (but at least twice daily) then lock and secure if not scheduled to be used.	X			
b. Empty rest room trash and damp wipe receptacles as required, replace plastic liners when soiled, and remove trash to collection point.	X		X	
c. Check and refill dispensers, i.e. paper towel, soap, toilet paper containers, etc.	X			
d. Clean mirrors bright work, and soap dispensers.	X			

Specification J
Cleaning and Custodial Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
e. Damp wipe partitions with disinfectant.	X			
f. Spot clean walls.	X			
g. Clean & disinfect soiled basins, toilet seats or any other fixtures or partitions.	X			
h. Clean and disinfect any spillage or soiled spots on the floors.	X			
i. Clean shower area, removing body oil and soap film build-up; sanitize all surfaces and clean water drains of debris.	X			
j. Clean soap dispensers.	X			
k. Remove graffiti.	X			
l. Check to be sure plumbing is operational; that there aren't stoppages, or leaks.	X			
m. Damp wipe all vertical surfaces and floors with a sanitizing disinfectant.		X		
n. Clean and sanitize doorknobs/ push plates.	X			
o. Clean kick plates.		X		
p. High dust, check for and remove all cobwebs.		X		
q. Dust ledges, vents, partitions, and light fixtures above sinks.		X		
r. Machine-scrub restroom floor with a mild sanitizing disinfectant.			X	
s. Sweep floors.	X			
t. Sanitize, clean and flush all urinals and toilets, de-lime if necessary.	X			
u. Sanitize, clean walls, stalls, fixtures and floors. Vacuum excess water.	X			
v. Replace any light bulbs that are not working	X			
w. Replace any missing or stained ceiling tiles.	X			
x. Lower/ raise all shades and/ or blinds to an even half open position	X			
y. Turn off all lights and not essential electrical equipment	X			
z. Close and lock all windows and doors.	X			
J3 - Offices, Lounges, and Conference Rooms When Schools Are in Session During the School Year				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
b. Clear dust from areas of furniture tops, shelves, sills and ledges	X			
c. High dust, check for and remove all cobwebs.	X			
d. Clean and sanitize telephones.	X			
e. Spot-clean cabinets, glass in doors and partitions. Wipe dry as needed.	X			
f. Clean and sanitize any sinks or other rest room fixtures in offices.	X			
g. Dust vertical furniture surfaces, wall vents and vertical wall trim.		X		
h. Sanitize and clean doorknobs/ handles and push plates	X			
i. Clean kick plates.		X		
j. Spot mop floors (except carpeted floors and nurses' offices) to remove heavy soil.	X			
k. Nurses' offices – mop and sanitize all floors.	X			
l. Nurses' offices – clean and sanitize exam beds.	X			
m. Rearrange furniture.			X	
n. Vacuum clean traffic patterns on carpeted floors four days each week.	X			
o. Completely vacuum clean the entire carpeted area, moving all furniture and rearranging as needed.		X		
p. In areas that have ceramic, concrete, terrazzo or resilient tile floors, dust mop or sweep non carpeted floors then damp mop the entire area.	X			
q. Spray buff smooth floor surface traffic patterns.		X		
r. Spray buff entire smooth floor surfaces.			X	
s. Check and refill dispensers, i.e. paper towel, soap, toilet paper, etc.	X			
t. Check to be sure plumbing is operational; that there aren't stoppages, or leaks.	X			
u. Clean outside of refrigerator.	X			
v. In areas that have terrazzo or resilient tile floors and have floor finish/wax, strip old finish, apply one coat of sealer and three coats of new finish and burnish the floors.				SA

Specification J
Cleaning and Custodial Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
w. Replace any missing or stained ceiling tiles.	X			
x. Replace any light bulbs that are not working.	X			
y. Turn off all lights and not essential electrical equipment.	X			
z. Lower /raise all shades and/or blinds to an even half open position.	X			
aa. Close and lock all windows and doors.	X			
J4 - Entrances, Lobbies, Hallways and Other Public Areas When Schools Are in Session During the School Year				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X		X	
b. Clean smudges and soil from glass in partitions and doors.	X		X	
c. Vacuum any carpets or mats and check carpets for spot-cleaning.	X			
d. Sweep and dust mop non carpeted floors.	X			
e. Spot-mop floors as necessary to remove heavy soil.	X		X	
f. Clean any spillage or soiled spots on floors and carpets.	X		X	
g. Clean and sanitize water fountains and pay phones.	X			
h. Spot-clean smudges and graffiti on walls, door facings and doors.	X		X	
i. Sweep and police outside steps or nearby sidewalk, up to 30 feet from entrance.	X		X	
j. Keep matting and runners clean and dry at entrance. Vacuum and or spot-mop these areas to remove tracked-in water or soil.	X		X	
k. Pick up any items that have been dropped on floors.	X		X	
l. Clean entranceways and entranceway glass.(main entranceways daily)	X			
m. Damp mop ceramic, concrete, terrazzo and resilient tile floors.	X			
n. Dust vertical furniture surfaces, wall vents and vertical wall trim.		X		
o. Dust windowsills, ledges and furniture tops.		X		
p. Clean and sanitize doorknobs, rails, push-plates on doors, kick plates on doors.	X			
q. High dust, check for and remove all cobwebs.		X		
r. Shampoo all carpeted areas on a semiannual basis or as needed.			X	SA
s. Wipe baseboards.		X		
t. Spray buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.		X	X	
u. Damp mop ceramic, concrete, terrazzo and resilient tile floors.	X			
v. Dust vertical furniture surfaces, wall vents and vertical wall trim.		X		
w. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
x. Clean all classroom door glass, doors, and door jams. (spot clean daily)	X	X		
y. Clean interior of fire extinguisher and display cabinets, clean shelves, dust contents, and clean glass doors.	X			
z. . Extract carpeted areas as needed.		X	X	
aa. In areas that have terrazzo or resilient tile floors strip old finish, apply one coat of sealer and three coats of new finish and burnish the floors.			X	SA
bb. Replace any missing or stained ceiling tiles.	X			
cc. Replace any light bulbs that are not working	X			
dd. Lower /raise all shades and/or blinds to an even half open position.	X			
J5 - Cafeterias and Lunchrooms When Schools Are in Session During the School Year				
a. During school sweep, spot mop spills and pieces of litter from the floor.	X			
b. Empty and damp wipe receptacles and replace plastic liners when soiled.	X		X	
c. Empty recycling containers and clean as needed.	X		X	
d. During school clean tables and chairs.	X			
e. Between and after each lunch period school sanitize tabletops with disinfectant.	X			
f. After school sweep and damp mop floors daily.	X			
g. After school scrub spots where soil is heavy.	X			

Specification J
Cleaning and Custodial Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
h. After school spot clean walls, ceilings and arrange furniture.	X			
i. After school clean glass partitions and doors.	X			
j. After school vacuum carpeted areas thoroughly.	X			
k. After school clean and sanitize drinking fountains.	X			
l. Damp wipe and sanitize vertical surfaces within 6 feet of ground level.		X		
m. Spray buff resilient flooring surfaces that are coated with floor finish or wax.		X		
n. Vacuum upholstered furniture.		X		
o. Sanitize and clean doorknobs, and push-plates.	X			
p. Clean door kick plates.		X		
q. High dust, check for and remove all cobwebs.		X		
r. Empty recycling container and clean as needed.	X			
s. Fold up or move lunch tables for complete sweeping and mopping.	X			
t. Using a machine with proper cleaning solution scrub floor clean, wet vacuum any residue, wet mop, and rinse clean.	X			
u. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
v. In areas that have terrazzo or resilient tile floors strip old finish, apply one coat of sealer and three coats of new finish and burnish the floors. Any sealed concrete floors coated with floor finish/wax, these should be burnished monthly			X	M
w. Replace any missing or stained ceiling tiles.	X			
x. Replace any light bulbs that are not working	X			
y. Lower /raise all shades and/or blinds to an even half open position.	X			
J6 – Kitchens When Schools Are in Session During the School Year				
a. Empty trash cans and wash then insert new plastic bag in can.	X			
b. Empty recycling containers and clean as needed.	X			
c. Sweep all floors, under counters, ovens, refrigerators, under floor mats, in walk-in freezers, pick up debris and discard in garbage can.	X			
d. Check to make sure all appliances and exhaust fans are off.	X			
e. Wet mop floor with neutral cleaner.	X			
f. Clean and sanitize kitchen bathroom.	X			
g. Replace any light bulbs that are not working.	X			
h. Replace any missing or stained ceiling tiles.	X			
i. Close and lock doors.	X			
j. Clean and scrub rubber mats with hot water and all purpose cleaner. Rinse with hot, clean water, and air dry.		X		
k. Clean exhaust fan filters and vacuum refrigeration compressor coils.				M
J7 - Gyms and Stage When Schools Are in Session During the School Year				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
b. Dust and spot mop floor daily.	X			
c. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
d. Thoroughly sweep under bleachers.	X			
e. Remove all marks on walls.	X			
f. Check that all light fixtures are lit. Replace any light bulbs not working.	X			
g. Replace any missing or stained ceiling tiles.	X			
h. Close and lock doors.	X			
i. Scrub clean floor using floor machine, proper solution and pad.		X		
j. Thoroughly mop under bleachers.				M
J8 - Locker Rooms, Dressing Areas and Gyms When Schools Are in Session During the School Year				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			

Specification J
Cleaning and Custodial Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
b. Damp clean and sanitize benches and furniture.	X			
c. Clean and sanitize all showers, stalls including walls and floors.	X			
d. Spot-clean walls, furniture and lockers.	X			
e. Dust and spot mop floor daily.	X			
f. Remove all foreign material.	X			
g. Replace any missing or stained ceiling tiles.	X			
h. Replace any light bulbs that are not working	X			
i. Thoroughly vacuum floor areas.		X		
j. Clean and sanitize vertical wall and locker surfaces within 6 feet of floor level.		X		
k. High dust, check for and remove all cobwebs.		X		
l. Sanitize and clean doorknobs/handles and push plates.	X			
m. Clean door kick plates.		X		
n. Replace any light bulbs that are not working	X			
o. Replace any missing or stained ceiling tiles.	X			
J9 – Stairways, Landings and Elevators When Schools Are in Session During the School Year				
a. Spot-clean walls and doors.	X			
b. Spot-mop treads which are heavily soiled.	X			
c. Vacuum carpets and spot-clean.	X		X	
d. Dust and sweep all hard floor surfaces	X			
e. Dust handrails and any windowsills or ledges.		X		
f. Completely damp mop treads and landings.		X		
g. Wash and sanitize handrails.	X			
h. High dust, check for and remove all cobwebs.		X		
i. Wash stair risers monthly to remove soil, dirt, scuffs and shoe marks.				M
j. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
k. Wash and clean elevator walls and doors.		X		
l. Clean and sanitize elevator operation buttons & switches.	X			
m. Replace any light bulbs that are not working	X			
n. Replace any missing or stained ceiling tiles.	X			
o. Lower /raise all shades and/or blinds to an even half open position.	X			
J10 - Daily Outside Policing of School Grounds				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
b. Clean and remove all walkways of debris.	X			
c. Remove obvious debris from grounds, athletic fields/areas, and parking areas.	X			
d. Remove cobwebs and debris from overhangs and walls.		X		
J11 – Snow Removal				
a. Apply snow melt chemicals; remove all snow from walkways, steps and entranceways. On days that school is closed for snow the contractor’s staff must be available to work days to do snow removal. When this occurs the contractor will not have provide evening cleaning. On days there is a delayed opening the Contractor must bring in some of the evening custodians early to assist in the snow removal.			X	
J12 - Minimal Service Areas and Mechanical Areas				
a. Sweep hard surface floor areas and remove trash and debris.			X	M
b. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
c. Remove and dispose of all excess stored items, trash and cardboard.	X		X	
d. Properly store all materials the required distance from electrical panels.	X			
e. Properly store all flammable materials in storage cabinets.	X			
f. Keep all aisle ways and exits clear and free from any obstructions.	X			

Specification J
Cleaning and Custodial Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
g. Clean and keep neat/organized all custodial closets.	X			
h. Promptly replace any light bulbs that are not working	X			
i. Ensure all mechanical areas are locked and secure at all times.	X			
J13 - Project Cleaning Will Be Scheduled for All Areas During School Year Breaks and Summer Recess				
Note: Contractor must plan to work around summer maintenance projects and or summer programs as needed.				
a. Floor care – Strip and wax all terrazzo and resilient flooring surfaces that are coated with floor finish or wax (one coat of sealer and three coats for all areas other than hallways, hallways will have one coat of sealer and four coats of wax)			X	A
b. Carpet care – Extract all carpeted flooring surfaces.			X	A
c. Wash and clean or polish all furniture.				A
d. Wash all walls, locker exteriors and waste receptacles			X	A
e. Clean window shades and wash window blinds.				A
f. Vacuum and extract upholstered furniture			X	A
g. Wash all interior windows and first floor exterior windows				A
h. Clean and wash lighting and mechanical diffusers.			X	A
i. Remove all cobwebs, low and high dust.				
j. Clean and wash all heating grids, grills and all air vents.				
k. Wood Gym floors – screen and refinish with approved low volatile organic compound or water based wood finish.				A
l. Unit ventilators – remove covers clean coils and inside of each unit using compressed air, then vacuum. After doing so change the filters, oil motors/bearings.				A
m. Kitchen – Project clean entire kitchen (equipment, counters, walls and floors)				A
J14 - Miscellaneous Custodial Responsibilities				
It is to be understood that in each school the custodians (particularly on the day shift) are there to support the principal and staff. As such, unscheduled needs will arise from time to time, and need to be met by the custodial staff. There will be a day custodian available to support the normally recurring miscellaneous duties that include but are not limited to:				
a. Flag raising and lowering.	X			
b. Opening and closing of the building during normal school operations.	X			
c. Lower all window blinds & shades evenly to half position at the end of the day.				
d. Morning check of functional integrity of the building hot water, heat, leaks, etc.	X			
e. Check & lock all exterior doors at end of last (night/weekend) work shift.	X			
f. Checking, closing, and locking all windows at end of last work shift.	X			
g. Furniture moving.			X	
h. Replacing carpet tiles that are soiled, stained or when regular cleaning procedures are not effective			X	
i. Replace light bulbs that are burned out, replacing any globes/covers missing or broken, tighten any globes/covers that are loose, and tighten/replace any switch covers that are loose or missing.	X		X	
j. Replace stained or missing ceiling tiles.	X		X	
k. Set-ups and break downs for events, meetings and graduations.			X	
l. Post class schedule activity cleanups.			X	
m. Assisting in receiving and distribution of supplies.	X			
n. Incidental graffiti removal.	X			
o. Reporting safety hazards and marking/blocking off hazardous area.	X			
p. Scheduling work around afternoon or evening classes, and after school activities if applicable.			X	
q. Change filters in unit ventilators tri-annually or as directed by the District.			X	M
r. Inspect and document playground inspections.		X		
s. Rake out playground mulch.			X	

Specification J
Cleaning and Custodial Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
t. Clean, cut and maintain interior courtyards not accessible from outside the school.			X	
u. Ensure roof drains and downspouts are clear of leaves and debris by inspecting and cleaning			X	
v. Policing the grounds for litter, debris, fallen branches, etc.	X			
w. Maintain the required boiler log in those schools that require Black Seal Licenses	X		X	
x. Ensure that all outside trash receptacles outside by playgrounds and ball fields are empty and bags replaced.		X		
y. Comply with District's recycling policy	X			
z. Other duties as assigned by principal and or District administration.			X	

J15 - Custodial Minor Corrective Maintenance			
<p>The Contractor will provide and maintain an issue of hand tools for each school to enable custodians to perform minor maintenance tasks. The Contractor will also provide the employee training and quality assurance inspections to ensure proper performance of the tasks. Hand tools to be provided (but not limited to) are:</p>			
Claw Hammer	Wire Cutter Pliers	Shovel	Tool Box
Hand Saw	Selection of Screw Drivers	Stepladder	Oil Can
Standard Pliers	Plumber's Snake & Plunger	Work Gloves	
Minor Corrective Maintenance Will Be Conducted In The Following Areas			
<p style="text-align: center;"><u>Emergency Window and Entrance Door Glass Repairs</u></p> <ol style="list-style-type: none"> Broken (replace with plywood until replacement is installed) Panes will not slide Will not open or close Locking hook broken 	<p style="text-align: center;"><u>Minor Wall Repair</u></p> <ol style="list-style-type: none"> Baseboard off wall Minor touch up painting, 24-inch circle or less Mounting and hanging of pictures, tack boards, supply dispensers, chalk and or white boards. 		
	<p style="text-align: center;"><u>Unit Ventilators & Filters:</u></p> <ol style="list-style-type: none"> Bi-annually, change all HVAC filters Remove covers and clean coils and inside unit using compressed air, then vacuum. Lubricate all motors and bearings 		
<p style="text-align: center;"><u>Floor Repair</u></p> <ol style="list-style-type: none"> Replace carpet tiles that are soiled, stained or when regular cleaning procedures are not effective 	<p style="text-align: center;"><u>Curtain Repair/Removal</u></p> <ol style="list-style-type: none"> Rod coming out of wall or rod bent. Curtain off rod Draw stick or cord repair/replacement 		
<p style="text-align: center;"><u>Minor Plumbing Repairs</u></p> <ol style="list-style-type: none"> Nozzle or drain stopped up Faucet leaks or stays on Handles broken/missing Nozzle or drain cover missing Broken soap holder Shower curtain torn, missing or dirty Toilet stopped up or will not flush Toilet paper holder broken/missing Toilet seat broken Latch on stall door broken Sink stopped up Drain stuck closed Stopper missing or will not hold water Reattach/replace shelves Repair/replace towel dispenser 	<p style="text-align: center;"><u>Light Replacement</u></p> <ol style="list-style-type: none"> Globe/cover missing Globe/cover broken Fixture broken Globe/cover loose Switch cover loose/missing Light burned out 		
	<p style="text-align: center;"><u>Exit Sign Repair</u></p> <ol style="list-style-type: none"> Light out Sign broken Sign off wall Sign missing Replace battery back up 		
<p style="text-align: center;"><u>Door Repair</u></p> <ol style="list-style-type: none"> Squeaks Name plate missing/broken Door signs missing/broken 	<p style="text-align: center;"><u>Desk Repair</u></p> <ol style="list-style-type: none"> Molding broken Drawer handle missing Drawer sticks/broken 		

To be considered responsive and responsible all contractors must meet the following requirements:

Exhibit 1	
Contractor Requirements to be Responsive & Responsible	
1.	Provide a bid response fully responsive as requested with all required forms.
2.	Provide evidence of financial stability by providing the Contractor’s last two annual reports
3.	Provide evidence and details of a support organization sufficient to deliver the proposed services as well as the technical support available to the District without the use of Sub-Contracting.
4.	Provide organization charts of the Contractors organization that would support on-site program and a organization chart of proposed Custodial on-site departmental operation/organization
5.	Provide evidence and details that the Contractor is licensed and possesses the correct certifications by the appropriate government agencies to perform the work specified.
	a. Business Registration Certificate
6.	Provide evidence and details the Contractor has and can and will provide the management systems, program, and procedures for that meets the requirements of this IFB in the following areas:
	a. Management
	b. HR
	c. Custodial
7.	Provide evidence and details how the Contractor will improve the appearance of all buildings and grounds, and how the Contractor will create and maintain a cleaner and safer environment for students and employees.
8.	Provide evidence and details of improvement of departmental performance through the utilization of:
	a. Planning
	b. Management Systems
	c. Task Schedules
	d. Technologies
	e. Processes
9.	Provide evidence and details of developing a capitalization plan for equipment.
10.	Provide evidence, details and a plan how the Contractor will achieve required level of staffing prior to the start of the contract.
11.	Provide evidence, plans and detail how the contractor will provide that all the initial staff must/will have state background clearance approval archiveable to the District at the start of the contract as of July 1, 2010 or the contract award date which is ever sooner and must live within a fifty mile radius of the District.. The lowest responsible bidder/contractor must submit copies of NJ state background clearances from the state for all staff pursuant to Paragraph N to the District on or before June 1, 2010 at 10:00am. All proposed contractor employees’ NJ state background checks and Black Seals licenses submitted must be legible and show name and address of the prospective candidates. Should this not occur the District will immediately deem the bidder not the lowest responsible bidder and move to award the contract to the next lowest responsible bidder. The archiving process must begin upon the award of the contract in order for all of the Contractor’s staff to begin work on July 1, 2010 with the required state clearances assigned to the District. Not doing so will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder.
12.	Provide evidence, plans and detail how the contractor will provide that all the required number of staff must/will meet the Black Seal Licensing Requirements: At least 14 custodians (7 day and swing shift, 7 evening shift including 3 floaters, and 2 management of the Contractor’s on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. By the end of the first year the required Black Seal licensing will increase to eighteen (18) custodians. The lowest responsible contractor must submit Black Seal licenses from the state for the aforementioned custodians, maintenance and management to the District on or before June 1, 2010 at 10:00am. Should this not occur the District will immediately deem the bidder not the lowest responsible bidder and move to award the contract to the next lowest responsible bidder. Not doing so will cause the contractors bid to be non-responsive and therefore not a responsible bidder. As this is critical for the operations of the buildings “bait and switch’ will not be allowed as it is expected the license submitted will be of those who will be working on site as of July 1, 2010.
13.	Provide evidence and details how the Contractor will comply with the requirement for a private background check and the state regulations in screening prospective employees by complying with criminal background check/ fingerprint regulations required by law for all new hires, and provide copies of same to the District
14.	Provide evidence and details of the Contractor’s system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth.
15.	Bid Response Format: Contractors will use the following format in their bid response and will <u>number all pages</u> of their response. Failure to use the following format will disqualify the bid.

Exhibit 1

Contractor Requirements to be Responsive & Responsible

- Section 1- Required Documents, Contractor Charges and Financials: All the required bid forms, bid guarantee, financial statements, etc. Provide management candidates resumes, licenses, certifications and qualifications as well as detail of all charges and any other pertinent financial information.
- Section 2 - Executive Summary Section: Provide an overview/summary as to how and why your company is responsive to this IFB and is responsible pursuant to Paragraph B-Procurement Method.
- Section 3 - Company Details and References: Detail the information request pursuant to Paragraph S- Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations. Describe any pertinent information concerning your company. Contractors must presently be providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor's payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder
- Section 4 - Program Elements: Detail your company's management resources, systems, procedures, employees/staffing recommendations, human resources, custodial programs, training programs, safety programs, quality assurance systems, computerized quality assurance system, etc., that meets the requirements contained in this IFB. Provide organization charts of your support organization for the contract. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.
- Section 5 – Start Up/Transition Plan: Describe in detail a plan by which your company will transition from the present contractor to your operations or if you are the present contractor what will be your transition plan to start up the new contract pursuant to Paragraph T4-Start Up/Transition Plan.

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| 16. Provide evidence that the Contractor has surveyed/inspected all buildings. |
| 17. Provide evidence the Contractor has met the required detailed work shifts, minimum staffing, wages, fringe benefits and overtime requirements of this IFB. |
| 18. Provide evidence that not more than ten (10%) percent of the total Custodial FTE's are part time. |
| 19. Provide evidence that all school related overtime is included in the Contractor's pricing. |
| 20. Provide evidence the Contractor will supply and maintain for the duration of the contract 5 shirts, 3 pants and 1 pair of safety shoes for all staff. 1 winter jacket for all maintenance and grounds staff, and new employees will be provided with smocks while awaiting their uniforms. |
| 21. Provide evidence and details how the Contractor will comply with all wage (including prevailing wages)/hours of employment requirements of federal and state law. |
| 22. Provide evidence the Contractor will comply with Board of Education policy. |
| 23. Provide evidence the Contractor has met the following bonding requirements: a Bid Guarantee- certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the District. |
| 24. Provide evidence the Contractor has and will provide the Insurance Requirements contained in this IFB and will agree to the indemnification. language stated in this IFB: |
| a. Contractors Liability Insurance |
| b. Worker's Compensation |
| c. Employee Health Insurance & Fringe Benefits |
| d. Automobile Liability |
| e. Indemnification Language |
| 25. Provide evidence and details how the Contractor will comply with OSHA, IPM and Hazardous Communication Act Regulations including Right to Know regulations. |
| 26. Provide evidence of supplying any equipment detailed in Bid Form B, i.e. all custodial equipment, uniforms, vehicles, pagers, office equipment, computers and any other provided equipment |
| 27. Provide evidence that the Contractor will also provide any safety, personal protection, and supplemental equipment required which the District would not supply for the custodial functions in each building to meet the attached scope of work and services. |
| 28. Provide evidence the Contractor will provide all non expendable custodial, all equipment/tools costing less than \$249.00 to meet the Scope of Work and office supplies as required by this IFB. |
| 29. Provide evidence the office space to the Contractor is adequate. If not provide evidence that any additional space required for office, office furniture or equipment for the Contractor's on site operations is provided by the Contractor and included in the |

Exhibit 1	
Contractor Requirements to be Responsive & Responsible	
Total Contract Price and the space is located within the District.	
30.	Provide evidence and details the Contractor is providing a computerized custodial quality assurance system. Which includes handheld devices needed for the system, quality control capabilities, the ability to provide random inspections and provide simple and graphic monthly reports to the District based upon a mutually agreed scoring system. Inspections will be performed on a mutually agreed upon by schedule by the District and Contractor. The Contractor will provide the District with quality control inspection/reports as requested by the District. The contractor must provide evidence and details of their system that meet the aforementioned requirements, to be considered responsible.
31.	Provide evidence the Contractor is presently providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor's payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Provide this list school districts on Bid Form E. Failure to provide the aforementioned list of public school districts on Bid Form E and the detail required will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.
32.	Provide evidence the Contractor has a positive record of at least ten years of successful management experience in the performance of providing custodial, maintenance, grounds and management services to school districts.
33.	Provide evidence if the Contractor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. Please indicate if the Contractor has experienced no such termination for default in the past five (5) years.
34.	Provide evidence if the Contractor has had a contract that has ended and is no longer serving, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client.
35.	The Contractor will submit with their bid response the resume/summary of qualifications of the proposed on-site Management. Not doing so or not meeting any of the following will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. The proposed candidates must meet/exceed the following qualifications/skill level and provide evidence that they:
	<ul style="list-style-type: none"> 1. One General Manager: <ul style="list-style-type: none"> a. Must have at least three years experience in managing a comparable sized public school district. b. Must be currently employed with the Contractor for at least one year. c. Must have seven years experience in the custodial industry. d. Must have a high school diploma or GED equivalent diploma. e. Must be in the process or have a Black Seal License by 10-15-2010. f. Must be fluent in English.
	<ul style="list-style-type: none"> 2. Custodial Supervisor: <ul style="list-style-type: none"> a. Must have at least two years experience in managing a comparable sized public school district. b. Must have two years experience in the custodial industry. c. Must have a high school diploma or GED equivalent diploma. d. Must be in the process or have a Black Seal License by 10-15-2010. e. Must be fluent in English.
36.	Provide evidence and details of a start-up/transition plan. For a contractor to be considered to be responsive and responsible the Contractor must submit with their bid response a detailed start up/transition plan from pre-planning June 1, 2010 through the start of school for the first month to September 30, 2010. The plan must detail the additional management/resources they will be providing as well as the start up task, implementation date, estimated completion date, and who is responsible. A responsive and responsible start up/transition plan must have 100 or more tasks listed covering the start up activities in management, HR, custodial operations. This plan must be submitted in an Excel format or a Gantt chart and it must be customized to the start up of this contract. Failure to provide the aforementioned startup/transition plan and the detail will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. All start up costs will be amortized on a straight-line basis over a period of five (5) years. Include the following: <ul style="list-style-type: none"> a. How will the contractor provide a fire extinguisher serviceability control to include type, location and service date by school and will perform an inventory to include the above and note the location of each extinguisher on a school building floor plan.

Exhibit 1	
Contractor Requirements to be Responsive & Responsible	
	b. Within 120 days of the start of the contract how will the Contractor will provide utilities main shut off locations (paint the shut offs the appropriate color and mark on the building floor plan) and procedures for each building.
37.	For a Contractor to be considered responsible they must provide a detailed plan how they intend to meld together with the District’s staff to provide a well run and seamless operation. Failure to provide the aforementioned plan and the detail will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder. The plan must:
	a. Detail what steps the Contractor will take to establish good communications between Business Administrator, Supervisor of Buildings and Grounds and the Contractor’s staff.
	b. Detail how the Contractor’s management will interface with the Business Administrator and Supervisor of Buildings and Grounds.
	c. Detail how the contractor will work with the Business Administrator and Supervisor of Buildings and Grounds to establish a reporting and collaborative relationship.
	d. Detail how the Contractor will flex its staff hours to assist for snow removal.
38.	Provide evidence and details how the Contractor will control the cost of labor and materials, support energy conservation measures and maintain continuous availability of trained and experienced managers and technical support.
39.	Provide evidence and details how and when requested by the District, the Contractor will be capable of providing the technical expertise and support for various operations projects as detailed in the scope of work and services.
40.	Provide evidence and details of what and how many custodial technical personnel are available to support the on-site staff.
41.	Provide evidence of what human resources management are available for the department with respect to those provisions outlined in the scope of work and services
42.	Provide evidence and details how the Contractor will manage all resources with strict attention to fiscal responsibility, including the following controls with provision and implementation of written policies and procedures for the departments to include but not limited to: payroll, personnel, budgeting and purchasing, receipt, storage and issue of supplies, provide and maintain a supplies inventory and an administrative system to control the District’s inventory within the first six months of the contract.
43.	Provide evidence and details how the Contractor will provide assistance to District with respect to the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable occupational safety and health codes and standards, and applicable Life Safety Codes.
44.	Provide evidence and details how the Contractor will develop, during the first six months of the contract and then maintain a reference library of pertinent local, state and federal documents and publications which deal with facilities facets of safety to include all applicable safety codes and standards.
45.	Provide evidence and details how the Contractor will provide training to the staff on the use of the following:
	a. Alarm systems and signals.
	b. Fire suppression equipment and methods of fire containment measures.
	c. Written procedures/instructions and their responsibilities to the custodial staff for a. and b.
	d. Written procedures/instructions and their responsibilities to the custodial staff for in case of disaster, other threats or explosions.
46.	Provide evidence and details how the Contractor's on-site supervisor will support the District by providing a safely maintained and secure facility. This must include how the Contractor will ensure to lock and secure each building at end of the last work shift.
47.	Provide evidence and details of the following:
	a. New employee as well substitute orientation, in-service and developmental training.
	b. Self-study training materials in subject matter applicable to appropriate occupational categories, qualifications and experience for its staff covering custodial, maintenance and grounds skills.
	c. Hold monthly staff meetings with contractor employees to discuss mission, training and current issues with documentation of specific training measures and topics undertaken.
	d. All required training including, but not limited to OSHA, IPM, AHERA, Blood borne Pathogens and Hazardous Communication Act, confined space, etc.
	e. How will the Contractor encourage and facilitate the well-being and development of contractor’s staff by providing fully integrated employee training and development programs. This will include job-related technical skills training as well as personal development opportunities. The programs must be specific for the following disciplines:
	i. Custodial
	ii. Management

Exhibit 1	
Contractor Requirements to be Responsive & Responsible	
48.	Provide how the Contractor will manage and direct its employees by providing evidence, plans and details of the following:
a.	Contractor will provide all direction and supervision for its employees.
b.	Personal leadership and clear, comprehensive written instructions defining tasks and functions.
c.	Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships.
d.	Provide and maintain job descriptions for each member of the custodial organization. Establish and conduct a program of individual performance review.
e.	Establish and maintain personnel records in accordance with existing policies and procedures.
f.	Maintain a written record of employee performance, qualifications, and specialized training.
g.	Maintain records and prepare reports as required by occupational safety and health programs.
h.	Make staffing recommendations concerning its staff's organizational skills, number of hours and shifts.
49.	Provide evidence and details how the Contractor will provide training for all contractor employees on the operation and care of the custodial equipment provided by the Contractor and the District.
50.	Provide evidence and details how the Contractor will provide training for all contractor employees on the proper use and application of all supplies provided by the District in the areas of custodial operations.
51.	Provide evidence how the Contractor will provide for performance review and employee evaluations by providing evidence of the following:
a.	A written monthly supervisor's report of custodial activities and objectives will be provided to the administration.
b.	The Contractor's management personnel will routinely conduct site program status reviews and make quarterly written reports
c.	The on-site and regional managers will routinely meet with administration no less than four times per year.
d.	The Contractor will provide each employee with at least one annual performance appraisal/ review.
52.	Provide evidence and details how and when the Contractor will provide written plans to the District for project cleaning.
53.	Provide evidence and details how and when the Contractor will provide written plans to the District for the coverage for special events.
54.	Provide evidence and details how the Contractor will assist the District in maintaining accountability for the use and maintenance of capital assets, parts, components, and inventories including: actions and/or recommendations as to equipment use, inspection and repairs as well as control of parts and supplies.
55.	Provide evidence and details how contractor will provide an emergency storm response plan.
56.	Provide a completed Bid Form A – Pricing
57.	Provide a completed Bid Form B - Equipment & Vehicles Needed Recommended by Contractor
58.	Provide a completed Bid Form C – Staffing
59.	Provide a completed Bid Form D – Contractor Requirements to Be Responsive and Responsible
60.	Provide a completed Bid Form E – List of Ten Educational Institutions Served
61.	Provide a completed Bid Form F – Non-Collusion Affidavit
62.	Provide a completed Bid Form G - Stockholder Disclosure Certification
63.	Provide a completed Bid Form H – Required Licensing
64.	Provide a completed Bid Form I – New Jersey Business Registration
65.	Provide a completed Bid Form J - Certification of Affirmative Action
66.	Provide a completed Bid Form K - Americans With Disabilities Act Of 1990
67.	Provide a completed Bid Form L - Political Contribution Disclosure Form
68.	Provide a completed Bid Form M - Required Minimum Staffing, Wages, Overtime, And Fringe Benefits for Contractor's Staff Certification & Affidavit
69.	Has the Contractor submitted any exceptions to anything contained in this IFB?
70.	Is the Contactor sub-contracting any part portion of this contract?

The following table is a listing of all buildings and areas that the services in the IFB must be provided for:

Exhibit 2 Building Roster							
Building/Location	Address	Heat	Building Square footage	Grade Levels	No. Students	No. Staff	Custodial Services
Haddon Elementary	501 Redman Ave	Gas	47,000	K-5	361	60	Contractor
Tatem Elementary	1 Glover Avenue	Gas	46,000	K-5	427	65	Contractor
Central/Middle School	3 Lincoln Ave.	Gas	131,000	K-8	871	126	Contractor
High School	401 Kings Highway East	Gas	190,000	9-12	778	116	Contractor
Administration	1 Lincoln Ave.	Gas	-	-	-	10	Contractor
Totals			351,189		2,437	377	
Note: The Contractor is responsible for removal of snow from all walkways, sidewalks, stairs and entranceways. As well as the policing and removal of litter from all school grounds.							

Exhibit 3			
Cost Responsibility Summary		Contractor	District
Supplies, Equipment, Office Space, And Purchasing			
Custodial Chemicals: i.e. floor finishes, cleaners, detergents, sanitizers, hand soaps etc.		XX	
Walk Off Mats at Building Entranceways		XX	
Custodial Supplies: i.e. mops, buckets, gloves, wipes, paper, plastics etc.		XX	
Custodial Equipment: i.e. vacuums, floor machines, ladders, etc. (costing less than \$249)		XX	
Replacement of Expendable Custodial Equipment		XX	
Replacement of Non-Expendable Custodial Equipment (costing more than \$250 & charged to \$40K budget pool)	X		
Interior Pest Control		XX	
Computerized Custodial Quality Assurance System (software and hand held PDA's)	X		
All Safety and Personal Protection Equipment for Contractor's Staff	X		
Snow Removal Equipment:- i.e., snow throwers, shovels, vehicles, plows, etc.		XX	
Replacement of Snow Removal Equipment:- i.e., snow throwers, shovels, vehicles, plows, etc. (costing more than \$250 & charged to \$40K budget pool)	X		
Snow Removal Supplies: i.e., snow melt, salt, sand, etc.		XX	
Offices and Warehouse Space	X*	XX	
Utilities for Office and Storage of Equipment	X*	XX	
Broad Band Internet Access (Will be provided for. Modifications will be the Contractor's responsibility and must comply with district network standards)	X*	XX	
Office Furniture and Equipment	X*	XX	
Copy, Fax Machines, Software, Computers and printers for Operations	X		
Telephone and Telephone Charges Both Local and Long Distance	X*	XX	
Office Supplies and Postage for Custodial, Maintenance and Ground Operations	X		
Communication Equipment i.e. Pagers and push to talk type phones	X		
Labor – Management and Clerical			
Recruitment and Hiring Management and Clerical Employees	X		
Payment of Management and Clerical Wages	X		
Payroll Taxes of Management and Clerical Employees	X		
Fringe Benefits and Insurance of Management and Clerical Employees	X		
Preparation and Processing of Management and Clerical Employees Payroll	X		
Workers' Compensation for Management and Clerical Employees	X		
Criminal Backgrounds Checks (State and Private)	X		
TB Testing	X		
Labor – Hourly			
Recruitment and Hiring of Hourly Employees	X		
Payment of Hourly Wages	X		
Payroll Taxes of Hourly Employees	X		
Fringe Benefits and Insurance of Hourly Employees	X		
Preparation and Processing of Hourly Employees Payroll	X		
Workers' Compensation for Hourly Employees	X		
Uniforms and Safety Shoes for Hourly Employees (1 set of shoes, 5 shirts and 3 pants)	X		
Criminal Backgrounds Checks (State and Private)	X		
TB Testing	X		
Additional Items			
Products and Public Liability Insurance	X		
Travel Costs for Contractor's Staff	X		
Maintenance and Operating Costs of Contractor Owned/ Leased Equipment and Vehicles	X		
Maintenance and Operating Costs of District Owned Equipment		XX	
Removal of Trash and Garbage from Inside Buildings	X		

<u>Exhibit 3</u>			
Cost Responsibility Summary		Contractor	District
Removal of Trash and Garbage from Premises			XX
Products and Public Liability Insurance		X	
Travel Costs for Contractor's Staff		X	
*Note: This district will supply, if the Contractor deems it not sufficient then the Contractor will be responsible for the difference between what the district supplies and the Contractor determines is needed.			

Exhibit 5 **Required Equipment**

The Contractor will provide a list of all equipment that will be provided by them. At a minimum the Contractor will provide all the equipment listed in this Exhibit. The equipment must be new. Not doing so or not meeting these requirements will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. The cost for this equipment must be incorporated into the Contractors Charge for Office Equipment or On-Going Costs. It must and will not be charged to the \$40,000 Budget Equipment Pool.

Required New Equipment	
Qty	Description
2	Push to talk cell phones and service
2	Desktop Computers w/17in flat panel monitors, optical mouse, MS Office Software and keyboard. Must be network compatible to the District's network.
1	Black & white laser jet printer
4	Acroprint Model #125 - Time Clock

BID FORM A - PRICING			
Description	Details	Percent	Total Charges
Custodial	Charge for Employee Wages		\$567,840.00
	Charge for Employee Heath Care Benefits	0%	\$0.00
	Charge for Employee Other Fringe Benefits	0%	\$0.00
	Charge for Employee Payroll Taxes	0%	\$0.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	22.75 FTEs \$12.00 Excluding Fringe Benefits & Taxes	
Custodial - Day Head Custodians	Charge for Employee Wages		\$116,480.00
	Charge for Employee Heath Care Benefits	0%	\$0.00
	Charge for Employee Other Fringe Benefits	0%	\$0.00
	Charge for Employee Payroll Taxes	0%	\$0.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	4.00 FTEs \$14.00 Excluding Fringe Benefits & Taxes	
Custodial Overtime	Charge for Employee Wages		\$51,327.90
	Charge for Employee Payroll Taxes	0%	\$0.00
	Number of annual hours - Average Hourly Wage Rate -	2,782 Hours \$18.45 Excluding Fringe Benefits & Taxes	
General Manager	Charge for Employee Wages		\$60,000.00
	Charge for Employee Heath Care Benefits	0%	\$0.00
	Charge for Employee Other Fringe Benefits	0%	\$0.00
	Charge for Employee Payroll Taxes	0%	\$0.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	1.00 FTEs - Excluding Fringe Benefits & Taxes	
Custodial Supervisor	Charge for Employee Wages		\$45,000.00
	Charge for Employee Heath Care Benefits	0%	\$0.00
	Charge for Employee Other Fringe Benefits	0%	\$0.00
	Charge for Employee Payroll Taxes	0%	\$0.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	1.00 FTEs - Excluding Fringe Benefits & Taxes	
Clerical - Full Time	Charge for Employee Wages		\$27,996.80
	Charge for Employee Heath Care Benefits	0%	\$0.00
	Charge for Employee Other Fringe Benefits	0%	\$0.00
	Charge for Employee Payroll Taxes	0%	\$0.00
	Number of FTEs (1 FTE=2080 Hours per Year) - Average Hourly Wage Rate -	1.00 FTEs \$13.46 Excluding Fringe Benefits & Taxes	
Contractor Start Up Charges – attach detail breakdown Total amount amortized over 5 years: \$0 ← Input Ammount			\$0.00
Contractor Equipment Budget/Pool (\$40,000 over five years @ \$8,000 per year)			\$8,000.00
Contractor Charge for Computerized Quality Assurance System			\$0.00
Contractor Charge for Office and or Warehouse Rent			\$0.00
Contractor Charge for required Office Equipment			\$0.00
Contractor Charge for Supplies and On-Going Operating Costs			\$0.00
Contractor Management Fee		0.0%	\$0.00
District Charge for Contract Monitoring			\$12,000.00
TOTAL CONTRACT CHARGE YEAR ONE			\$0.00
TOTAL CONTRACT CHARGE YEAR TWO			\$0.00
TOTAL CONTRACT CHARGE YEARS ONE AND TWO			\$0.00
The Contract Charge will be fixed for year one and two. Should the District decide to renew in years two, three and four the increase will be based upon the published NJ Index Rate (18A:18A-42)			
We, the undersigned company, certify that we have read and fully understand the attached Request for Bids including any addendums			
_____		_____	
Authorized Signature		Address	
_____		_____	
Typed Name and Title		Phone Number	
_____		_____	
Company Name		Date	

BID FORM C - Proposed Staffing Summary

the Contractor Provides All the Following Required Staff, Work Shifts and Minimum Staffing
(All Staffing Are in Full Time Equivalents – 1 FTE Equals 2080 Hours Per Year)

Building Name / Position	Square Footage	REQUIRED SHIFTS & STAFFING in FTEs						Totals
		Day Shift 6:30am to 3:00pm	Day Shift 8:00 or 9:00am to 4:30 or 5:30pm	Swing Shift 10:00am to 6:30pm	Even. Shift 3:00 to 11:30pm	Weekend 7:30am to 4:00 or 7:00pm		
		Custodial Staffing (Includes Head Custodians)						
Haddon Elementary	47,000	1.00	-	-	1.75	-	2.75	
Tatem Elementary	46,000	1.00	-	-	1.75	-	2.75	
Central/Middle School	131,000	1.00	-	1.00	4.75	0.40	7.15	
High School	190,000	1.00	1.00	-	7.50	-	9.50	
Administration	-	-	-	-	-	0.60	0.60	
Courier/Floaters	-	-	-	1.00	3.00	-	4.00	
Sub-Total Custodial	414,000	4.00	1.00	2.00	0.00	1.00	26.75	
		Management and Clerical Staffing						
General Manger	-	-	1.00	-	-	-	1.00	
Custodial Supervisor	-	-	-	-	-	-	0.00	
Admin. Support	-	-	1.00		1.00	-	2.00	
Sub-Total	-	0.00	2.00	0.00	1.000	0.00	3.00	
TOTAL	414,000	4.00	3.00	2.00	1.00	1.00	29.75	

- All staffing is represented as FTEs; one FTE equals 2080 hours per year.
- The floater position must work other shifts as requested by the District or changing needs. One Floater works swing/evening shift Tuesday to Friday then will work days on Sat.
- Shifts and start times may change from time to time based upon District needs especially from July 1 to March 100.
- At least 14 custodians (7 day and swing shift, 7 evening shift including 3 floaters, and 2 management of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract
- On days that schools are closed for snow the contractor's staff must be available to work days to assist the District's staff for snow removal. When this occurs the contractor will not provide evening cleaning. On days there is a delayed opening the Contractor must bring in some of its custodians early to assist in the snow removal, when this occurs the Contractor must provide evening cleaning.
- The custodians working the 6:30am and 7:00am shifts are to be Head Custodians at \$14.00 per hour plus have their Black Seal license.

Forms in This Section Must Be Completed & Returned with Bid

Section 4

To be considered responsive and responsible all contractors must meet the following requirements and note, in each box, on what page and paragraph number in their bid response that this requirement is met. Not doing so will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder

Bid Form D	
Contractor Requirements to Be Responsive & Responsible	
Requirement	Page & Paragraph # in Bid
1. Provide a bid response fully responsive as requested with all required forms.	
2. Provide evidence of financial stability by providing the Contractor’s last two annual reports	
3. Provide evidence and details of a support organization sufficient to deliver the proposed services as well as the technical support available to the District without the use of Sub-Contracting.	
4. Provide organization charts of the Contractors organization that would support on-site program and a organization chart of proposed Custodial on-site departmental operation/organization	
5. Provide evidence and details that the Contractor is licensed and possesses the correct certifications by the appropriate government agencies to perform the work specified.	
a. Business Registration Certificate	
b. NJ Pesticide Applicator Business License in the Contractors Name	
6. Provide evidence and details the Contractor has and can and will provide the management systems, program, and procedures for that meets the requirements of this IFB in the following areas:	
a. Management	
b. HR	
c. Custodial	
7. Provide evidence and details how the Contractor will improve the appearance of all buildings and grounds, and how the Contractor will create and maintain a cleaner and safer environment for students and employees.	
8. Provide evidence and details of improvement of departmental performance through the utilization of:	
f. Planning	
g. Management Systems	
h. Task Schedules	
i. Technologies	
j. Processes	
9. Provide evidence and details of developing a capitalization plan for equipment.	
10. Provide evidence, details and a plan how the Contractor will achieve required level of staffing prior to the start of the contract.	
11. Provide evidence, plans and detail how the contractor will provide that all the initial staff must/will have state background clearance approval archiveable to the District at the start of the contract as of July 1, 2010 or the contract award date which is ever sooner and must live within a fifty mile radius of the District.. The lowest responsible bidder/contractor must submit copies of NJ state background clearances from the state for all staff pursuant to Paragraph N to the District on or before June 1, 2010 at 10:00am. All proposed contractor employees’ NJ state background checks and Black Seals licenses submitted must be legible and show name and address of the prospective candidates. Should this not occur the District will immediately deem the bidder not the lowest responsible bidder and move to award the contract to the next lowest responsible bidder. The archiving process must begin upon the award of the contract in order for all of the Contractor’s staff to begin work on July 1, 2010 with the required state clearances assigned to the District. Not doing so will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder.	
12. Provide evidence, plans and detail how the contractor will provide that all the required number of staff must/will meet the Black Seal Licensing Requirements: At least 14 custodians (7 day and swing shift, 7 evening shift including 3 floaters, and 2 management of the Contractor’s on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. By the end of the first year the required Black Seal licensing will increase to eighteen (18) custodians. The lowest responsible contractor must submit Black Seal licenses from the state for the aforementioned custodians, maintenance and management to the District on or before June 1, 2010 at 10:00am. Should this not occur the District will immediately deem the bidder not the lowest responsible bidder and move to award the contract to the next lowest responsible bidder. Not doing so will cause the contractors bid to be non-responsive and therefore not a responsible bidder. As this is critical for the operations of the buildings “bait and switch’ will not be allowed as it is expected the license submitted will be of those who will be working on site as of July 1, 2010.	

Bid Form D

Contractor Requirements to Be Responsive & Responsible

<p>13. Provide evidence and details how the Contractor will comply with the requirement for a private background check and the state regulations in screening prospective employees by complying with criminal background check/ fingerprint regulations required by law for all new hires, and provide copies of same to the District</p>	
<p>14. Provide evidence and details of the Contractor’s system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth.</p>	
<p>15. Bid Response Format: Contractors will use the following format in their bid response and will <u>number all pages</u> of their response. Failure to use the following format will disqualify the bid.</p> <ul style="list-style-type: none"> · Section 1- Required Documents, Contractor Charges and Financials: All the required bid forms, bid guarantee, financial statements, etc. Provide management candidates resumes, licenses, certifications and qualifications as well as detail of all charges and any other pertinent financial information. · Section 2 - Executive Summary Section: Provide an overview/summary as to how and why your company is responsive to this IFB and is responsible pursuant to Paragraph B-Procurement Method. · Section 3 - Company Details and References: Detail the information request pursuant to Paragraph S- Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations. Describe any pertinent information concerning your company. Contractors must presently be providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor’s payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Not doing so will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder · Section 4 - Program Elements: Detail your company’s management resources, systems, procedures, employees/staffing recommendations, human resources, custodial programs, training programs, safety programs, quality assurance systems, computerized quality assurance system, etc., that meets the requirements contained in this IFB. Provide organization charts of your support organization for the contract. Not doing so will cause the Contractor’s bid to be non-responsive and thereby not a responsible bidder. · Section 5 – Start Up/Transition Plan: Describe in detail a plan by which your company will transition from the present contractor to your operations or if you are the present contractor what will be your transition plan to start up the new contract pursuant to Paragraph T4-Start Up/Transition Plan. 	
<p>16. Provide evidence that the Contractor has surveyed/inspected all buildings, and grounds.</p>	
<p>17. Provide evidence the Contractor has met the required detailed work shifts, minimum staffing, wages, fringe benefits and overtime requirements of this IFB.</p>	
<p>18. Provide evidence that not more than ten (10%) percent of the total Custodial FTE’s are part time.</p>	
<p>19. Provide evidence that all school related overtime is included in the Contractor’s pricing.</p>	
<p>20. Provide evidence the Contractor will supply and maintain for the duration of the contract 5 shirts, 3 pants and 1 pair of safety shoes for all staff. 1 winter jacket for all maintenance and grounds staff, and new employees will be provided with smocks while awaiting their uniforms.</p>	
<p>21. Provide evidence and details how the Contractor will comply with all wage (including prevailing wages)/hours of employment requirements of federal and state law.</p>	
<p>22. Provide evidence the Contractor will comply with Board of Education policy.</p>	
<p>23. Provide evidence the Contractor has met the following bonding requirements: a Bid Guarantee- certified check, cashier’s check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the District.</p>	
<p>24. Provide evidence the Contractor has and will provide the Insurance Requirements contained in this IFB and will agree to the indemnification. language stated in this IFB:</p>	
<p>a. Contractors Liability Insurance</p>	
<p>b. Worker’s Compensation</p>	
<p>c. Employee Health Insurance & Fringe Benefits</p>	
<p>d. Automobile Liability</p>	

Bid Form D***Contractor Requirements to Be Responsive & Responsible***

<i>Contractor Requirements to Be Responsive & Responsible</i>	
e. Indemnification Language	
25. Provide evidence and details how the Contractor will comply with OSHA, IPM and Hazardous Communication Act Regulations including Right to Know regulations.	
26. Provide evidence of supplying any equipment detailed in Bid Form B, i.e. all custodial equipment, uniforms, vehicles, pagers, office equipment, computers and any other provided equipment	
27. Provide evidence that the Contractor will also provide any safety, personal protection, and supplemental equipment required which the District would not supply for the custodial functions in each building to meet the attached scope of work and services.	
28. Provide evidence the Contractor will provide all non expendable custodial, all equipment/tools costing less than \$249.00 to meet the Scope of Work and office supplies as required by this IFB.	
29. Provide evidence the office space to the Contractor is adequate. If not provide evidence that any additional space required for office, office furniture or equipment for the Contractor's on site operations is provided by the Contractor and included in the Total Contract Price and the space is located within the District.	
30. Provide evidence and details the Contractor is providing a computerized custodial quality assurance system. Which includes handheld devices needed for the system, quality control capabilities, the ability to provide random inspections and provide simple and graphic monthly reports to the District based upon a mutually agreed scoring system. Inspections will be performed on a mutually agreed upon by schedule by the District and Contractor. The Contractor will provide the District with quality control inspection/reports as requested by the District. The contractor must provide evidence and details of their system that meet the aforementioned requirements, to be considered responsible.	
31. Provide evidence the Contractor is presently providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor's payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Provide this list school districts on Bid Form E. Failure to provide the aforementioned list of public school districts on Bid Form E and the detail required will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.	
32. Provide evidence the Contractor has a positive record of at least ten years of successful management experience in the performance of providing custodial, maintenance, grounds and management services to school districts.	
33. Provide evidence if the Contractor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. Please indicate if the Contractor has experienced no such termination for default in the past five (5) years.	
34. Provide evidence if the Contractor has had a contract that has ended and is no longer serving, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client.	
35. The Contractor will submit with their bid response the resume/summary of qualifications of the proposed on-site Management. Not doing so or not meeting any of the following will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. The proposed candidates must meet/exceed the following qualifications/skill level and provide evidence that they:	
1. One General Manager: <ol style="list-style-type: none"> a. Must have at least three years experience in managing a comparable sized public school district. b. Must be currently employed with the Contractor for at least one year. c. Must have seven years experience in the custodial industry. d. Must have a high school diploma or GED equivalent diploma. e. Must be in the process or have a Black Seal License by 10-15-2010. f. Must be fluent in English. 	
2. Custodial Supervisor: <ol style="list-style-type: none"> a. Must have at least two years experience in managing a comparable sized public school district. b. Must have two years experience in the custodial industry. c. Must have a high school diploma or GED equivalent diploma. 	

Bid Form D

Contractor Requirements to Be Responsive & Responsible

<p>d. Must be in the process or have a Black Seal License by 10-15-2010. e. Must be fluent in English.</p>	
<p>36. Provide evidence and details of a start-up/transition plan. For a contractor to be considered to be responsive and responsible the Contractor must submit with their bid response a detailed start up/transition plan from pre-planning June 1, 2010 through the start of school for the first month to September 30, 2010. The plan must detail the additional management/resources they will be providing as well as the start up task, implementation date, estimated completion date, and who is responsible. A responsive and responsible start up/transition plan must have 100 or more tasks listed covering the start up activities in management, HR, custodial operations. This plan must be submitted in an Excel format or a Gantt chart and it must be customized to the start up of this contract. Failure to provide the aforementioned startup/transition plan and the detail will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. All start up costs will be amortized on a straight-line basis over a period of five (5) years. Include the following:</p> <ul style="list-style-type: none"> a. How will the contractor provide a fire extinguisher serviceability control to include type, location and service date by school and will perform an inventory to include the above and note the location of each extinguisher on a school building floor plan. b. Within 120 days of the start of the contract how will the Contractor will provide utilities main shut off locations (paint the shut offs the appropriate color and mark on the building floor plan) and procedures for each building. 	
<p>37. For a Contractor to be considered responsible they must provide a detailed plan how they intend to meld together with the District's staff to provide a well run and seamless operation. Failure to provide the aforementioned plan and the detail will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder. The plan must:</p> <ul style="list-style-type: none"> a. Detail what steps the Contractor will take to establish good communications between Business Administrator, Supervisor of Buildings and Grounds and the Contractor's staff. b. Detail how the Contractor's management will interface with the Business Administrator and Supervisor of Buildings and Grounds. c. Detail how the contractor will work with the Business Administrator and Supervisor of Buildings and Grounds to establish a reporting and collaborative relationship. d. Detail how the Contractor will flex its staff hours to assist for snow removal. 	
<p>38. Provide evidence and details how the Contractor will control the cost of labor and materials, support energy conservation measures and maintain continuous availability of trained and experienced managers and technical support.</p>	
<p>39. Provide evidence and details how and when requested by the District, the Contractor will be capable of providing the technical expertise and support for various operations projects as detailed in the scope of work and services.</p>	
<p>40. Provide evidence and details of what and how many custodial technical personnel are available to support the on-site staff.</p>	
<p>41. Provide evidence of what human resources management are available for the department with respect to those provisions outlined in the scope of work and services</p>	
<p>42. Provide evidence and details how the Contractor will manage all resources with strict attention to fiscal responsibility, including the following controls with provision and implementation of written policies and procedures for the departments to include but not limited to: payroll, personnel, budgeting and purchasing, receipt, storage and issue of supplies, provide and maintain a supplies inventory and an administrative system to control the District's inventory within the first six months of the contract.</p>	
<p>43. Provide evidence and details how the Contractor will provide assistance to District with respect to the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable occupational safety and health codes and standards, and applicable Life Safety Codes.</p>	
<p>44. Provide evidence and details how the Contractor will develop, during the first six months of the contract and then maintain a reference library of pertinent local, state and federal documents and publications which deal with facilities facets of safety to include all applicable safety codes and standards.</p>	
<p>45. Provide evidence and details how the Contractor will provide training to the staff on the use of the following:</p> <ul style="list-style-type: none"> a. Alarm systems and signals. 	

Bid Form D

Contractor Requirements to Be Responsive & Responsible

<ul style="list-style-type: none"> b. Fire suppression equipment and methods of fire containment measures. c. Written procedures/instructions and their responsibilities to the custodial staff for a. and b. d. Written procedures/instructions and their responsibilities to the custodial staff for in case of disaster, other threats or explosions. 	
<p>46. Provide evidence and details how the Contractor's on-site supervisor will support the District by providing a safely maintained and secure facility. This must include how the Contractor will ensure to lock and secure each building at end of the last work shift.</p>	
<p>47. Provide evidence and details of the following:</p> <ul style="list-style-type: none"> a. New employee as well substitute orientation, in-service and developmental training. b. Self-study training materials in subject matter applicable to appropriate occupational categories, qualifications and experience for its staff covering custodial, maintenance and grounds skills. c. Hold monthly staff meetings with contractor employees to discuss mission, training and current issues with documentation of specific training measures and topics undertaken. d. All required training including, but not limited to OSHA ,IPM, AHERA, Blood borne Pathogens and Hazardous Communication Act, confined space, etc. e. How will the Contractor encourage and facilitate the well-being and development of contractor’s staff by providing fully integrated employee training and development programs. This will include job-related technical skills training as well as personal development opportunities. The programs must be specific for the following disciplines: <ul style="list-style-type: none"> i. Custodial ii. Management 	
<p>48. Provide how the Contractor will manage and direct its employees by providing evidence, plans and details of the following:</p> <ul style="list-style-type: none"> a. Contractor will provide all direction and supervision for its employees. b. Personal leadership and clear, comprehensive written instructions defining tasks and functions. c. Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships. d. Provide and maintain job descriptions for each member of the custodial organization. Establish and conduct a program of individual performance review. e. Establish and maintain personnel records in accordance with existing policies and procedures. f. Maintain a written record of employee performance, qualifications, and specialized training. g. Maintain records and prepare reports as required by occupational safety and health programs. h. Make staffing recommendations concerning its staff’s organizational skills, number of hours and shifts. 	
<p>49. Provide evidence and details how the Contractor will provide training for all contractor employees on the operation and care of the custodial equipment provided by the Contractor and the District.</p>	
<p>50. Provide evidence and details how the Contractor will provide training for all contractor employees on the proper use and application of all supplies provided by the District in the areas of custodial operations.</p>	
<p>51. Provide evidence how the Contractor will provide for performance review and employee evaluations by providing evidence of the following:</p> <ul style="list-style-type: none"> a. A written monthly supervisor’s report of custodial activities and objectives will be provided to the administration. b. The Contractor’s management personnel will routinely conduct site program status reviews and make quarterly written reports c. The on-site and regional managers will routinely meet with administration no less than four times per year. d. The Contractor will provide each employee with at least one annual performance appraisal/ review. 	
<p>52. Provide evidence and details how and when the Contractor will provide written plans to the District for project cleaning.</p>	
<p>53. Provide evidence and details how and when the Contractor will provide written plans to the District for the coverage for special events.</p>	
<p>54. Provide evidence and details how the Contractor will assist the District in maintaining accountability for the use and maintenance of capital assets, parts, components, and inventories including: actions and/or recommendations as to equipment use, inspection and repairs as well as control of parts and supplies.</p>	

Bid Form D***Contractor Requirements to Be Responsive & Responsible***

55. Provide evidence and details how contractor will provide an emergency storm response plan.	
56. Provide a completed Bid Form A – Pricing	
57. Provide a completed Bid Form B - Equipment & Vehicles Needed Recommended by Contractor	
58. Provide a completed Bid Form C – Staffing	
59. Provide a completed Bid Form D – Contractor Requirements to Be Responsive and Responsible	
60. Provide a completed Bid Form E – List of Ten Educational Institutions Served	
61. Provide a completed Bid Form F – Non-Collusion Affidavit	
62. Provide a completed Bid Form G - Stockholder Disclosure Certification	
63. Provide a completed Bid Form H – Required Licensing	
64. Provide a completed Bid Form I – New Jersey Business Registration	
65. Provide a completed Bid Form J - Certification of Affirmative Action	
66. Provide a completed Bid Form K - Americans With Disabilities Act Of 1990	
67. Provide a completed Bid Form L - Political Contribution Disclosure Form	
68. Provide a completed Bid Form M - Required Minimum Staffing, Wages, Overtime, And Fringe Benefits for Contractor’s Staff Certification & Affidavit	
69. Has the Contractor submitted any exceptions to anything contained in this IFB?	
70. Is the Contractor sub-contracting any part portion of this contract?	

Bid Form D1 List of Educational Institutions Served			
<i>Must list Ten Educational Institutions Served which the Contractor must presently be providing custodial and management services (defined as having management on acting in a purely management capacity and custodial staff on Contactor's payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which five must be public school districts. One of the public school districts served must be of similar size or larger than the Haddonfield Public Schools and one of the five must have been self-operated when the Contractor began services. Not doing so will cause the Contractor's bid to be non-responsive and thereby not a responsible bidder.</i>			
Name of Educational Institutions			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Converted from Self - Op (Y or No)	
Total Square Footage:		Number of Schools:	
Date Services Began:		Number of Students:	
Staff on Contractor Payroll (Y or N):		Mgr. Dedicated On-Site (Y or N):	
Services (List all that apply)			
Name of Educational Institutions			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Converted from Self - Op (Y or No)	
Total Square Footage:		Number of Schools:	
Date Services Began:		Number of Students:	
Staff on Contractor Payroll (Y or N):		Mgr. Dedicated On-Site (Y or N):	
Services (List all that apply)			
Name of Educational Institutions			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Converted from Self - Op (Y or No)	
Total Square Footage:		Number of Schools:	
Date Services Began:		Number of Students:	
Staff on Contractor Payroll (Y or N):		Mgr. Dedicated On-Site (Y or N):	
Services (List all that apply)			
Name of Educational Institutions			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Converted from Self - Op (Y or No)	
Total Square Footage:		Number of Schools:	
Date Services Began:		Number of Students:	
Staff on Contractor Payroll (Y or N):		Mgr. Dedicated On-Site (Y or N):	
Services (List all that apply)			

Bid Form F
Non-Collusion Affidavit

Company Name: _____

Address _____

City, State, Zip: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

who is the Contractor making the bid for the goods, services or public work specified under Haddonfield Public Schools IFB for :
Custodial and Management Services Contract, and that I executed the said bid with full authority so to do; that said Contractor 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 indicated IFB, and that all statements contained in said bid and in this affidavit are
true and correct, and made with the full knowledge that the Haddonfield Public Schools relies upon the trust of the statements
contained in this affidavit in awarding the contract for the said goods, services or public work.

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 the following company:

Company Name

Authorized Signature & Title

Sworn and subscribed to before me this _____ day of _____, 2010

Notary Public

My commission expires _____, 200

Bid Form G - STOCKHOLDER DISCLOSURE CERTIFICATION

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: _____	Name: _____
Home Address: _____ _____	Home Address: _____ _____
Name: _____	Name: _____
Home Address: _____ _____	Home Address: _____ _____
Name: _____	Name: _____
Home Address: _____ _____	Home Address: _____ _____

Subscribed and sworn before me this ____ day of _____, 2009.	_____ (Affiant)
(Notary Public) _____	_____ (Print name & title of affiant)
My Commission expires: _____	_____ (Corporate Seal)

Bid Form H
Required Licensing

Required Contractors License Evidence

A. Indicate below your compliance with New Jersey Black Seal regulations. By signing below the contractor agrees that they will supply the required of Black Seal licensed staff as specified in this Invitation for bid. I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief:

1. **Black Seal Licensing**

Yes, _____ will provide the required Black Seal licensed staff. _____
(Name of Company)

No, _____ cannot provide the required Black Seal licensed staff. _____
(Name of Company)

Witness:

Signature

Authorized Signature and Title

Date

Date

New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Bid Form J**Certification of Affirmative Action (Informational)****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) 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

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) 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.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Haddonfield Board of Education, (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. 5121 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 will 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 will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will 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 will, 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 will satisfy and discharge the same at its own expense.

The owner will, 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 will* 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 will in no way limit the Contractor's obligations assumed in this Agreement, nor will 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:

Witness:

Signature

Authorized Signature and Title

Date

Date

**C. 271 Political Contribution Disclosure Form
Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency 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 will 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. 52:34-25(b) 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, will 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 will 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 may be used as the contractor’s submission and is disc losable to the public under the Open Public Records Act.

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.”

**Required Minimum Staffing, Wages, Overtime,
and Fringe Benefits for Contractor's Staff Certification & Affidavit**

Company Name: _____

Address _____

City, State, Zip: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

who is the Contractor making the bid for the goods, services or public work specified under Haddonfield Public Schools IFB for Custodial and Management Services Contract, and that I executed the said bid with full authority so to do; that said Contractor will fully comply, with the required minimum staffing, wages, overtime and fringe benefits. The contractor has included in its pricing and will provide this to its employees. The Contractor will provide and comply with, for the duration of the contract, all the requirements as specified in Paragraph N. Required Minimum Staffing, Wages, Overtime, and Fringe Benefits for Contractor's Staff in connection with the above indicated IFB. All statements contained in this affidavit are true and correct, and made with the full knowledge that the Haddonfield Public Schools relies upon the trust of the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further agree that if we are the awarded the contract, by the Haddonfield Board of Education, we agree to incorporate language into the final contract that will detail the all the requirements of Paragraph N. Required Minimum Staffing, Wages, Overtime, and Fringe Benefits for Contractor's Staff as well as documentation required by the Board of Education needed to verify that we are meeting the requirements of Paragraph N. We further agree that we will provide all documentation, at any time needed for the Board of Education to satisfy the requirement of verification for the duration of any contact entered into with the Board of Education.

Company Name

Authorized Signature & Title

Sworn and subscribed to before me this _____ day of _____, 2010

Notary Public

My commission expires _____, 200