

**REQUEST FOR PROPOSALS  
FOR CUSTODIAL, GROUNDS, SNOW REMOVAL  
AND MANAGEMENT SERVICES**

**December 8, 2018**

NOTICE is hereby given that the Englewood Board of Education is accepting sealed Proposals for Custodial and Management Services contract until 11:00 a.m. **on January 3, 2019**. Proposals should be submitted on the required forms, in a sealed envelope labeled **Custodial, Grounds, Snow Removal and Management Services Contract** and delivered to the Office of the Business Administrator as provided below:

**Englewood Board of Education  
Attn: Cheryl Balletto,  
Business Administrator/Board Secretary  
274 Knickerbocker Rd  
Englewood, NJ 07631**

The Board assumes no responsibility for proposals that are improperly mailed or misdirected.

All interested Proposers are encouraged to attend the pre-proposal conference and tour to be held on December 18, 2018 at 10:00 pm. at the Administration at Dwight Morrow H/S, 274 Knickerbocker Rd Englewood, NJ 07631. Attendance is strongly recommended. No other walk-through shall be permitted.

Upon release of this Request for Proposals (RFP), all Proposer communications concerning this information request must be directed in writing no later than 4:00 p.m. on December 20, 2018 to the Business Administrator, who is the only authorized contact person for the RFP. Any contact with anyone other than with the Business Administrator or lobbying regarding this RFP with any elected, appointed official or employee of the school district can and shall result in disqualification. Any oral communications shall be considered unofficial and non-binding on the School District. To request a copy of the RFP please contact:

**Name:** Cheryl Balletto,  
Business Administrator/Board Secretary  
**Address:** 274 Knickerbocker Rd  
Englewood, NJ 07631  
(201) 862 6271  
**E-mail:** [cballetto@epsd.org](mailto:cballetto@epsd.org)

All interested Proposers must use and complete all forms and must comply with every requirement contained in the RFP.

Pursuant to P.L. 2004 c.57, (N.J.S.A. 52:32-44) all proposals should be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. The Proposer must include its own Business Registration Certificate no later than the time of contracting.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract shall be awarded to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The Englewood Board of Education reserves the right to waive any and all immaterial guidelines and requirements herein and to reject all Proposals in accordance with the Public School Contracts Law N.J.S.A. 18A:18A-22. The contract will be awarded in accordance with the Competitive Contracting provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. All interested Proposers are required to comply with the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. No vendor who is listed on the State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Vendors shall be eligible to submit a proposal.

By Order of the Englewood Board of  
Education, Bergen County, New Jersey

Cheryl Balletto, Business Administrator & Board Secretary

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**Section 1 - General Instructions to the Proposer**

These documents constitute a request for receipt of sealed proposals from qualified custodial management companies (hereafter-named Proposer or Contractor) to provide the Englewood School District (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 Request for Proposal (hereafter-named RFP) is to solicit sealed proposals from responsible firms that provide custodial and management services.
- B. Procurement Method:** Pursuant to 18A:18A-4.1K the Englewood Board of Education has received permission from the Division of Local Government Services to utilize Competitive Contracting instead of competitive bidding for the management and staffing for the District’s Custodial Services Department. Therefore this is NOT a bid, but is a RFP. As such the District will award the contract to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The Board reserves the right to waive informalities in a proposal. Proposals that contain a material defect shall be disqualified and given no further consideration. It is the intention of the Board to award a five year contract to the successful proposer.
- C. Background:** The Englewood School District is a public school district with six schools, housing 2,900 students and 353 employees. Total square footage is approximately 562,818 square feet. The District is retaining its Director of Facilities and maintenance staff. The District outsourced its custodial, maintenance, landscaping and snow removal operations years ago, with the expectation of producing higher levels of service in an environment with decreasing resources; the school districts foresee the necessity to maximize the value currently received from support service departments.
- D. Statement of Needs:** The successful Proposer shall 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 Proposer shall be designed to attain the following goals established by the District;
  1. Enhance 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 implement and maintain a suitable 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 custodial and management staff, as deemed by the District.
  5. Recruit and maintain a highly qualified and stable workforce by paying competitive wage rates and benefit package for all full time employees.
  6. Provide the District with a qualified on-site supervisors/management team.
  7. Implement a system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth for the Contractor’s custodial staff.
  8. Improve custodial performance through the utilization of planning, training, management systems, task schedules, management technologies and processes.
  9. Manage custodial services, as defined in the Scope of Work, in a cost-effective manner.
  10. Implement a computerized custodial quality assurance program, systems, processes, and programs for the responsible operation of the custodial program and to maintain and preserve the desired level of service.
  11. Maintain positive customer service relations with staff, students and public.

**F. Timeline of Events:**

Event	Date
Release RFP	December 8, 2018
Pre-Proposal Meeting & Tour of the Schools	December 18, 2018 at 10:00 a.m.
Final Proposer Questions and or Exceptions Due	December 20, 2018
Final Answer to Proposer Questions	December 27, 2018
<b>Proposal Responses Due/ Proposal Opening</b>	January, 3 2019 by 11:00 a.m.

Event	Date
Possible Interview of Proposer’s Proposed Management Team	January 4 2019
<b>School Board Awards Contract</b>	January 10, 2019
Proposer Employee Archivable Background Clearances & Black Seal Licenses Due	Feb 15, 2019
Proposer Starts Services	March 1 2019

- G. Acceptance of Proposals and Validity Period:** The District reserves the right to reject all proposals to the extent permitted pursuant to (N.J.S.A. 18A:18A-22 et seq.), to waive any informality and to award the contract to the company whose proposal is determined to be the most advantageous to the District, with price and other factors considered. Submission of a Proposal shall signify the Proposer’s agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal response and this RFP shall become part of the contract between the District and the successful Proposer. Conditional or alternate Proposals shall not be accepted. Any conditions must be submitted, in writing on Attachment Form B Requests for Clarifications/Exceptions, during the Questions period pursuant to Paragraph K, below.
- H. Submission of Proposals:** Proposal modifications or corrections thereof received after the closing date for the receipt of proposals will not be considered. The District is not liable for any errors or misinterpretations made by the Proposer in responding to this RFP. The Proposer shall be solely responsible for delivery of the proposals as specified in the RFP. The Board bears no responsibility for proposals that are improperly mailed, misdirected or problems associated with third party carriers.
1. **Proposal Submission:** All proposals shall be submitted with one (1) complete original proposal and five (5) complete bound copies in a sealed container along with one (1) electronic copy in PDF format to be submitted on a USB drive. The Proposer must include all the required proposal forms from Section 4 of this RFP (Proposal Forms A through N), proposal guarantees and financial statements. Proposal Forms A through C must be submitted as both a hard copy and electronically (on a USB drive as an Excel file only). Any tampering or alteration of any proposal form (both hard copy or electronic) may, at the Board’s discretion, result in disqualification of the Proposer. All proposals submitted in response to this RFP must be submitted at the sole expense of the Proposer. The Proposer shall pay all costs associated with the preparation of this proposal and any necessary visits to the buildings.
  2. **Scope of Proposal and Proposal:** Proposer certifies that it has carefully examined and understands the general conditions, the instructions, the specifications, the schedules and addenda (if any), that are prepared under the direction of the Board of Education and made part of this proposal. The Proposer, if successful, shall furnish and deliver the goods and services at the times specified and at the prices proposed.
  3. **Obligation of Proposer:** At the time of the opening of proposals, each Proposer shall 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 the Proposer to inspect any site, receive or examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to its proposal. Failure of the Proposer to receive any Addenda shall not relieve the Proposer from any obligation under its proposal as submitted. In addition, a failure on the part of any Proposer to acknowledge receipt of addenda may result in disqualification of the proposal. Addenda so issued shall become part of the Contract documents. The Proposer is advised that terms and conditions set forth herein shall be rigidly enforced.
  4. **Examination of Proposal Specification:** The Proposer shall examine the contents of the proposal specifications and other documents that maybe issued by the Board in conjunction with this proposal. The Proposer shall assure itself that all pages of the specifications and other referenced Documents are included in the documents obtained for RFP purposes. If any part of the specifications and other documents are incomplete, the Proposer shall notify the District in writing, in order to obtain any missing pages or other documents. The lack of such written notification by the Proposer shall be construed as evidence that the specifications and other documents supplied for proposing purposes are full and complete and as a waiver of any subsequent claim to the contrary.
  5. **Alternate Proposals:** Alternate proposals shall not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of this RFP and the scope of work and service to be provided.
  6. **Proposal Response Format:** Proposal responses should be prepared simply and completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. 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, the Proposer shall use Proposal Form D - Proposal Requirements and should use below listed format in its proposal response. The Proposer shall number all pages of its proposal response. Failure to use the following format will be one of the factors considered by the Board in its evaluation of the proposal.

- **Section 1 - Required Documents, Contractor Charges and Financials:** All the required proposal forms, proposal guarantee, financial statements, etc. Provide management candidates' resumes and qualifications as well as detail of all charges and any other pertinent financial information.
  - **Section 2 - Executive Summary Section:** Provide an overview as to how and why your company is responsive to this RFP.
  - **Section 3 - Company Details and References:** Provide and describe any pertinent information concerning your company and how it meet the requirements as detailed in Paragraph S located on page 5, Proposer Qualifications and Performance Investigations. Failure to meet these requirements shall cause the proposal to be deemed non-responsive and cause for rejection of the proposal.
  - **Section 4 – Staffing, Wages and Benefits:** Provide the following information that meets the requirements contained in this RFP.
    - Detail the number of employees (hourly, clerical and management that your company is recommending including, wages for each position, staffing by building, shift, days worked and position).
    - Provide an organization chart detailing building, position titles, shift and days worked. Also detail benefits provided including percent of employee contribution, level of benefits offered (PPO, HMO, life insurance, paid time off, tuition reimbursement, dental, etc.)
    - Describe how you will recruit and hire the staff you provide and the timeframe in which it will accomplished.
  - **Section 5- Program Elements:** Detail your company's management resources, technical support systems, procedures, human resources, custodial programs, training programs, safety programs, quality assurance systems, computerized quality assurance system, etc., that meets the requirements contained in this RFP. Not doing so may cause the proposal to be deemed non-responsive.
  - **Section 6– Start Up/Transition Plan:** Submit a detailed plan by which your company shall transition from the present operation to your operations pursuant to Paragraph R-Start Up/Transition Plan.
- I. Pre-Proposal Conference and Tour:** All interested Proposers should attend the pre-proposal conference and tour to be held on **December 18, 2018 at 10:00 a.m.** at the Business Office, 274 Knickerbocker Rd. No other tour/walk-through will be permitted. Proposers are limited to two representatives attending tour. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the Proposer of any obligations or requirements. Prior to and after the pre-proposal conference, no oral interpretation will be made to any company regarding the meaning of the specifications. A tour of buildings will immediately follow the conclusion of the pre- proposal conference.
- J. Oral Presentation:** The District may request all or some of the Proposers give an oral presentation to the Evaluation Committee or in public at a Board of Education meeting. These oral presentations are optional at the District's choice. The presentations are not to be used to change or enhance the proposal or change the terms and conditions of the contract.
- K. Inquiries, Questions, RFP Interpretation, and Exceptions:** Any question, explanation or exception to this RFP desired by the Proposer must be requested of the District in writing on or before December 20, 2018 to the Business Administrator, Cheryl Balletto, and emailed to [cballetto@epsd.org](mailto:cballetto@epsd.org). If an explanation is necessary, a reply will be made in the form of addenda, a copy of which will be forwarded to each Proposer that has received a set of the RFP documents. Answers requiring an addendum will be sent by certified mail and/or sent by verified facsimile transmission or by email that provides certification of delivery to the sender to each Proposer and will be on file in the Office of the Business Administrator and will be advertised no later than seven (7) business days prior to the date of proposal opening. The Proposer must notify the District of its 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 shall be final and binding. All answers will come from the Business Administrator.

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

The Proposer is expected to examine the specifications and related RFP documents with care and observe all of its requirements. Ambiguities, errors or omissions noted by the Proposer should be promptly reported in writing to the Business Administrator no less than three (3) business days prior to the date established for the submission of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract. In the event the Proposer fails to notify the District of such ambiguities, errors or omissions, the Proposer shall be bound by the requirements of the specifications and the Proposer's submitted proposal.

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

Unless a Proposer submits a list of exceptions to this RFP or any addendums issued during the question period, it shall be assumed there are no exceptions taken to this RFP by the Proposer. Any exceptions made by any Proposer must be clearly labeled on Attachment Form B- Requests for Clarifications/Exceptions Form and be received by December 20, 2018.

- L. Open Competition:** The District welcomes and encourages free and open competition. Whenever possible, scope of work, services, and proposal 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 operational and economical operation. The signature on this proposal guarantees that the prices quoted have been established without collusion with other Proposers and without effort to preclude the District from selecting the company that is responsive and whose proposal is determined to be the most advantageous to the District, with price and other factors considered, to deliver the services at a competitive price. The Proposer 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 with anyone other than the Business Administrator or lobbying regarding this RFP 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 can and shall result in disqualification. The only authorized contact person is the Business Administrator, Cheryl Balletto. Any oral communications shall be considered unofficial and non-binding on the District. During the interval between the proposal opening and contract award, the Proposer shall not initiate any contact with any officer, employee or agent of the District concerning this RFP. Should the District have any questions about the proposal, the Business Administrator or his or her representative will contact the Proposer. If you are contacted by the District representative, the contact and discussion shall be limited to the questions of the business administrator or its representative.
- M. Survey/Inspection of Facilities:** It is the Proposer's responsibility to become fully informed as to the nature and extent of the scope of work required and its relation to the school environment and its activities. Arrangements for the Proposer's tour/inspection of buildings and/or activity schedules will be held immediately following the pre-proposal conference. The Proposer will be offered the opportunity to tour the schools at the end of the Pre-Proposal Conference. No other tour/walk-through shall be permitted.
- N. Recommended Staffing, Wages and Benefits:** The Proposer shall recommend the number of staff (custodial, supervisors, maintenance, landscaping and clerical) needed to meet the Scope of Work contained in this RFP. As this is an important part of the Evaluation Criteria, The Proposer must completely fill out Proposal Forms A, A1, A2 and B which details the number of employees/staffing your company is providing including, wages for each position, staffing by building, shift, days worked and position, benefits provided including percent of employee contribution, level of benefits offered (PPO, HMO, life insurance, tuition reimbursement, dental, etc.). The Proposer must also submit an organization chart detailing building, position titles, shift and days worked that meets the requirements contained in this RFP. Not doing the aforementioned may cause the Contractor's proposal to be deemed non-responsive.

The Proposer should demonstrate its creativity and expertise in staffing, scheduling, wages and benefits for its employees to meet the Scope of Work in this RFP. The District will evaluate the criteria of Staffing Viability (see Paragraph T. Evaluation of Proposals) of each proposal.

- O. Detailed Required Work Shifts:** Exhibit 5–Required Work Shifts are the required work shifts at each building upon which the Proposer must base its proposals. The Proposer is to provide and fill in its recommended staffing on proposal Form B in Full Time Equivalents (1FTE=2080 hours). Failure to do so shall result in the Proposer being deemed not responsive. These shifts and start times may be changed at the discretion of the District based upon the needs and special events of the District. When requested by the District, the Proposer shall modify the shifts within forty eight (48) hours of notification by the District.
- P. Reporting Structure:** The Proposer must detail how it intends to meld together with the District’s staff to provide a well-run and seamless operation. The plan must:
1. Specify what steps the Contractor shall take to establish good communications between Business Administrator and Director of Facilities.
  2. Specify how the Contractor’s management shall interface with the Business Administrator and Director of Facilities.
  3. Specify how the Contractor shall flex its staff hours to perform snow removal.
- Q. Equipment provided and Equipment Budget Pool:** The Proposer shall incorporate into its pricing an equipment budget of \$120,000 which shall be charged in Proposal Form A at \$24,000 per year. All equipment purchased must be new and of a name brand and approved by the District prior to purchase. All equipment must be . Ownership of all equipment and vehicles purchased using this budget pool shall immediately pass to the District. In the event that the contract is terminated prior to the end of the fifth year and the cost of equipment purchased exceeds the amount paid by the District towards the equipment budget pool to that point, the District has the following options to reconcile the difference.
- a. The District to pay the Contractor for the difference directly.
  - b. The District would have the succeeding Contractor pay the exiting Contractor the difference.

The attached Exhibit 3 includes a current listing of all District equipment that can be utilized by the successful Proposer. The Proposer may utilize this equipment in its proposal and pricing. The District does not guarantee the condition of the equipment and it behooves the Proposer to verify the condition of the equipment. Should this equipment be determined, by the Proposer, to be insufficient to perform the scope of work of the RFP the Contractor must provide a recommendation specifying the equipment the District will need to purchase or charge to the \$120,000 equipment budget pool.

- R. Start-Up/Transition Plan:** A successful startup of this contract is essential to its success. For a Proposer to be considered to be responsive, the Contractor must submit with its proposal a detailed startup/transition plan from pre-planning (30 days prior to the start of the contract) through the start of the contract and the first three months to June 30, 2019. The plan must detail the additional management and staff it will provide as well as the startup tasks, any requirements for the District, implementation dates, estimated completion dates, and who is responsible (name and title) for which task. A responsive startup/transition plan must have 100 or more different (not repetitive) tasks listed covering the startup activities in implementation, management, HR, custodial and training. This plan must be submitted in an Excel format or a Gantt chart and it must be customized to the startup of this contract. Failure to provide the aforementioned startup/transition plan shall cause the proposal to be non- responsive. All startup costs shall be amortized on a straight-line basis over a period of five (5) years.
- S. Proposer Qualifications and Performance Investigations:** The following details the qualifications and requirements that the Proposer must meet to be considered the most advantageous proposal as well as the criteria used by the District to verify the Proposer’s references and evaluate its proposal. **Failure to meet these requirements may cause the proposal to be deemed non-responsive or result in a determination that the proposal is less advantageous than a competing Proposer.**

1. **Qualifications and Requirements:** The following evidence must be submitted with the proposal.
  - a. Evidence that the Proposer possesses the correct certifications by the appropriate government agencies to perform the work specified.
  - b. Evidence that the Proposer is licensed by the appropriate government agencies to perform the work specified. (see Proposal Form I Required Licensing)
  - c. Evidence the Proposer has and can provide the training programs, management systems, programs, and procedures that meet the requirements and Scope of Work in this RFP.
  - d. Having experience in the uniqueness of public school district custodial operations is critical to the success of this contract. In order to satisfy this criterion, the Proposer must presently be providing custodial and



management type services. Defined as having management acting in a purely management capacity and custodial staff and landscaping on its payroll both dedicated to and working full time on site at the school district. The Proposer must be providing these services to at least ten educational institutions of which at least five must be public school districts. One of the public school districts served must be of similar size (in number of schools or total square footage) or larger than the Englewood School District. List these school districts on Proposal Form E. Failure to provide the aforementioned list of public school districts on Proposal Form E and the detail required shall cause the proposal to be non-responsive.

- e. The Proposer must have a positive record of successful management experience in providing custodial and management services to public school districts.
- f. The Proposer shall submit with its proposal the resume/summary of qualifications of the proposed on-site supervisor/management. The Proposer must submit its best candidate with as much detail of the candidate's work history, education, skills, experience, and provide copies of all candidates' licenses and certifications with the proposal response. In addition, state how long the proposed candidate has been employed in your company. Not doing so or not meeting any of the following may cause the proposal to be deemed non-responsive. The proposed candidates should meet or exceed the following qualifications:
  1. On-site Manager(s):
    - a. Should have at least two years' experience in managing a comparable sized public school district.
    - b. Should have four years' experience in the custodial management industry.
    - c. Must have a high school diploma or GED equivalent diploma.
    - d. Must be in the process of obtaining or have a Black Seal License by 2-1-2019.
    - e. Must be fluent in English/Spanish

Prior to awarding a contract the District may conduct a face to face interview with the Proposer's proposed candidates.

2. **Performance Investigation:** As part of the proposal evaluation process, the District shall make inquiries and investigations from the Proposer's customers to determine the ability of the Proposer to provide the services sought, including the quality of the Proposer's staff. Any Proposer that omits any requested information or does not comply with this section is subject to having its proposal deemed not responsive.
  - a. Proposer Performance Expectations: If the Proposer 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 Proposer'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 Proposer's position on the matter. Please indicate if the Proposer has experienced no such termination for default in the past five (5) years.
  - b. If the Proposer has had a contract that has ended and was not renewed for any reason (except those lost to a re-bid where the Proposer ended the contract due to a lower bid or a more advantageous one), 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 Proposer 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 or terminations, including the name, address and telephone number of the former client.
  - c. Suspension Disqualification or Debarment: Proposer must certify that it is not debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey or with any other state or the Federal Government.
  - d. Litigation: The Proposer Must Provide the following information on Proposal Form F:
    - i. The Contactor must provide certification that there is no litigation that would jeopardize the financial condition of the Proposer or its ability to meet the terms of this proposal. The Proposer shall provide information regarding litigation and information regarding final judgments against the Proposer in the past (3) years.
    - ii. Provide a complete listing of any litigation between the Proposer and any former, current or prospective clients within the last three (3) years. Include a complete listing of any litigation between any local/state/federal agency and the Proposer (litigation that relates to operations of

publicly funded programs). Please include the names of the Local/State/Federal agency, the location (City, State), a description of the situation, and the outcome.

**T. Evaluation of Proposals:** The Evaluation Committee intends to recommend the award of a contract to the School Board to the Proposer whose proposal is the most advantageous to the District, with price and other factors considered. Each area of the requirements should be addressed in detail in the proposal. The Evaluation Committee will determine if the Proposer has met these requirements via the evaluation criteria. The Board will determine who is awarded the contract based upon recommendation from the Evaluation Committee, the requirements in the RFP and Public School Contract Laws.

The criteria that will be considered in evaluating proposals are detailed in the following table. They are weighted based upon importance to the District. The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest. Points may be awarded in .50 increments. After the points are awarded by the evaluator the weighing factor will be applied and thus a total score will be arrived. Based upon that score, the Evaluation Committee will then recommend a Proposer to the Board of Education for the award of the contract. Each area of the evaluation should be addressed in detail in the proposal. The following are the criteria:

<p style="text-align: center;"><b>The Criteria Used In Evaluating Proposals</b> <i>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest</i></p>	<p style="text-align: center;"><b>Weighting Factor</b></p>	<p style="text-align: center;"><b>Points</b></p>
<p><b>1. Program Price:</b> What is the price of the program proposed and its impact upon the District’s operating budgets? Are the charges detailed in the proposal form realistic; i.e., Health care costs, payroll taxes, management fee, etc.</p>	<p style="text-align: center;">15%</p>	<p style="text-align: center;">1 to 5</p>
<p><b>2. Contractor’s financial viability, strength, capability and record of performance:</b> Considers the Contractor’s capability and experience as measured by financial statements, performance record, litigation, years in the industry, number of public school districts served and references.</p>	<p style="text-align: center;">20%</p>	<p style="text-align: center;">1 to 5</p>
<p><b>3. On-Site Management:</b> Considers the references; proposal resumes, face to face interviews and any other method to discover the capabilities and skill level of the on-site management and Successful management at other public school districts. <b>On- site Manager(s):</b></p> <ul style="list-style-type: none"> <li>• Should have at least two years’ experience in managing a comparable sized public school district.</li> <li>• Should have four years’ experience in the custodial management industry.</li> <li>• Must have a high school diploma or GED equivalent diploma.</li> <li>• Must be in the process of obtaining or have a Black Seal License by 2-1-2019.</li> <li>• Must be fluent in English/Spanish</li> </ul>	<p style="text-align: center;">20%</p>	<p style="text-align: center;">1 to 5</p>
<p><b>4. Staffing Viability:</b> Considers whether proposed wages and staffing levels are sufficient to recruit and maintain a stable workforce by the proposed wage rates to the following:</p> <ul style="list-style-type: none"> <li>• The NJ Dept. of Labor’s most current New Jersey Department of Labor OES survey for median average wages for the District’s county for custodial, management and clerical positions as detailed in Exhibit 6.</li> <li>• The current outsourced average wage rates and wages as detailed in Exhibit 6 wage rates.</li> <li>• The Recommended Staffing, Wage Rates and Salaries as detailed in Exhibit 7.</li> <li>• Are benefits and paid time off provided/offered and employee contribution to insurance premiums and copays/deductibles sufficient to recruit and maintain a stable workforce?</li> <li>• Is the number of proposed custodial, management and clerical staff sufficient to meet the Scope of Work in this RFP?</li> </ul>	<p style="text-align: center;">25%</p>	<p style="text-align: center;">1 to 5</p>
<p><b>5. Contractor’s Proposed Program:</b> Are the Proposer’s program, systems, training, and procedures for custodial, maintenance, landscaping and management services thorough and comprehensive to meet the scope of work?</p>	<p style="text-align: center;">10%</p>	<p style="text-align: center;">1 to 5</p>
<p><b>6. Contractor’s Start Up/Transition Plan:</b> Is the Proposer’s start-up plan customized to the needs of the District? Is the plan detailed from pre- planning (30 days prior to the start of the contract) through the start of the contract and the first three months to June 30, 2019? Did it detail the additional management and resources they shall be providing as well as the startup task, any requirements for the District, implementation date, estimated completion date, and who is responsible (name and title)? Did the plan have 100 or more different (not repetitive) tasks listed covering the startup activities in implementation, management, HR, custodial and training? Was it submitted in Excel format or a Gantt chart?</p>	<p style="text-align: center;">10%</p>	<p style="text-align: center;">1 to 5</p>

**U. The Contract and Its Award:** The District will calculate price based upon the aggregate total of the five (5) years. The Proposer must submit its pricing on Proposal Form A – Pricing. Any contract awarded pursuant to this RFP

Can be awarded to for all services or vendor, a separate vendor for each service or to none at all. Award will be made to the Proposer whose proposal best meets the evaluation criteria in this RFP, with price and other factors considered (N.J.A.C 5:34-4d). The District will consider whether the proposal complies with all the requirements in this RFP. There is no obligation on the part of the District to award a contract. The District may cancel this RFP, reject all proposals at any time prior to an award, for any of the reasons set forth in N.J.S.A 18A:18A-22.

This RFP and the proposal response will be made part of the final contract (which is attached as Exhibit 8). Should there be a conflict the order of precedence will be the contract, the RFP, and last the proposal response.

- V. Bonding Requirements:** The following are the bonding requirements the Proposer must submit with its proposals and contract.
1. *Proposal Guarantee:* The Proposer shall submit with a proposal a certified check, cashier's check or proposal bond in the amount of ten percent (10%) of the total price proposal, but not in excess of \$20,000, payable unconditionally to the District. When submitting a Proposal Bond, it must contain a Power of Attorney for the full amount of the Proposal Bond from a surety company authorized to do business in the State of New Jersey. The check or bond of the unsuccessful Proposer(s) shall be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the Proposer to whom the contract is awarded shall be retained until a contract is executed. The check or bond of the successful Proposer will be forfeited if the Proposer fails to enter into a contract with the District pursuant to N.J.S.A. 18A:18A-24. Failure to submit a proposal guarantee shall result in rejection of the proposal.
- W. Affirmative Action Certification:** No Proposer may be issued a contract unless it complies with the Law Against Discrimination, N.J.S.A. 10:2-1 et seq., 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 Proposal Form J of this proposal specification.
1. Goods and Services (including professional services) Contracts: The successful Proposer shall 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 Proposer 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 Proposer in accordance with N.J.A.C. 12:17-4.
- X. Americans with Disabilities Act of 1990:** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The Proposer is required to read the Americans with Disabilities language that is included as Proposal Form K of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Proposer is obligated to comply with the Act and to hold the District harmless.
- Y. Stockholder Disclosure: N.J.S.A. 52:25-24.2:** provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, a disclosure statement is provided. The Proposer shall submit a statement setting forth the names and addresses of all stockholders or partners in the corporation or partnership who own a ten (10%) percent or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. If none of these entities has individuals who own 10% or more of the entity, a disclosure statement for the entity should be completed certifying there are no such owners. The included Statement of Ownership form must be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.
- Z. Proof of Business Registration, Sales and Use Tax:** N.J.S.A. 52:32-44 requires that each Proposer submit proof of business registration prior to the time of contract award. Proof of registration shall be a copy of the Proposer'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](http://www.nj.gov/njbgs) or by phone (609) 292-1730. N.J.S.A. 52:32-44 also imposes the following requirements on The Proposer and all subcontractors that knowingly provide goods.

1. The Proposer shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Proposer;
2. Prior to receipt of final payment from a contracting agency, a Proposer 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, the Proposer and its affiliates shall collect and remit, and shall notify all subcontractors and its 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 Proposer, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

**AA. Non-Collusion Affidavit:** The Affidavit shall be properly executed and submitted with the proposal.

**BB. Political Contributions Disclosure Form (“Pay to Play”):** In accordance with Chapter 271, New Jersey Laws of 2005, all vendors must submit with its proposal a list of political contributions, which are reportable and, made by the vendor during the preceding 12 month period. The District is prohibited from awarding a contract to a firm that has made reportable contribution under P.L. 1973, c.83 ( N.J.S.A. 19:44A-1 et seq.) to a member of the District’s Board of Education during the preceding one year period. See Attachment Form A with Instructions in Section V.

**CC. Disclosure Of Investment Activities In Iran:** Pursuant to N.J.S.A. 18A:18A-49.4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**DD. Made in America:** The Proposer shall comply with the requirements of N.J.S.A. 18A:18A-20 regarding the use of manufactured and farm products of the United States, wherever available, when providing the services required of the RFP.

**EE. Compliance with the NJ Public Works Contractor Registration Act:** The Public Works Contractor Registration Act (PWCRA), N.J.S.A. 34: 11-56.48 et. seq. requires that the Proposer, including named subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The Proposer must submit a copy of its NJ Public Words Contractor Certificate.

**FF. Prevailing Wage Act, Prevailing Wage Requirement:** Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Proposer shall be required to submit a certified payroll record to the District within ten (10) days of the payment of the wages. The Proposer is also responsible for obtaining and submitting all subcontractors’ certified payroll records within the aforementioned time period. The Proposer’s responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance. In addition the prevailing wages can be found at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html). Workers shall be paid not less than such prevailing wage rate. In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.”

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

- A. Introduction:** The Contractor shall provide administrative and technical direction for the management of the custodial, landscape, snow removal function throughout the District. Such direction shall include, at a minimum, assistance in the planning, organizing, coordination, direction, training and controlling of the custodial services to ensure the buildings are clean 24 hours per day. The Contractor shall maintain the District's custodial services in a condition acceptable to the District. The District reserves the right to assign other duties as needed. The Contractor shall 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 shall also be capable of providing the technical expertise and support for various operations projects as detailed in the attached scope of work and services. All training referred to in the RFP is to be provided to not only the Contractor staff but to the District's custodial staff as well, if any.

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

- B. Staffing, Contractor's Staffing, Wages, Overtime, Fringe Benefits and Other Staff Related Requirements:** All staff assigned to the District will be direct employees of the Contractor. The Contractor shall establish the terms and conditions under which any employee is hired and has the sole responsibility to compensate its employees, including all wage, benefits, taxes, insurances, workers compensation and unemployment.

The District or its authorized representative shall have the right to require the immediate removal or discharge of Contractor employees from performing under the contract for unsatisfactory performance or those that conduct themselves in a manner which is unbecoming or otherwise detrimental to the District's physical, mental or moral well-being of school community, as determined by the District in its sole discretion, provided the demand to do so is submitted in writing to the Contractor and is in compliance with all applicable laws of the State and Federal Government. The Contractor shall immediately replace the removed or discharged employee with another qualified employee of the Contractor.

The management candidates as proposed must be the candidates who are in place when the contract starts. Changing the management candidates shall not be allowed during the first year and shall be considered a breach of the contract which could result in the termination of same. In the event the Contractor must replace any of the on-site management team during the term of this Agreement, the District shall have the approval of the selection of the replacement. Further, the District shall have the right to request the replacement of any of the on-site management team. Upon a written request from the District, the Contractor shall assign a new equivalent manager/supervisor subject to the approval of the District.

To ensure that Contractor does not provide less staff or pay lower wages and overtime than are contained in Proposal Forms A and B, the Contractor must do the following:

1. Along with the Contractor's monthly invoice, the Contractor also must submit, a certified payroll verification which must include detail by employee with totals that they are paying the stated average wage rates, wages, as detailed in its proposal on Proposal Form A (Charge for Employee Wages, number of FTE's and average hourly wage rate) and B. The Contractor invoice shall not be paid if the certified payroll verification of wages are not submitted.
2. Annual reconciliation of wages: If the actual average hourly wages or staffing is less than the proposed as detailed in Proposal Forms A and B, the Contractor shall refund the difference to the District. Annually, the District shall reconcile the Contractor's certified payroll with the annualized charges as detailed in the Contractor's Proposal Form A-Pricing in the categories of Charge for Employee Wages, number of FTE's and average hourly wage rate.

3. The Contractor shall refund all wage costs of all open positions not filled after fifteen (15) working days. Transferring staff to cover open positions shall not count towards the fifteen (15) working day requirement.
4. At a minimum all Contractor average wage rates (management, administrative and hourly) shall increase each year based upon the percentage increase in the total contract price over the following year.
5. When there is a change in the employee roster the Contractor shall provide a list of all filled and open positions (custodial, landscape, management,) on a form provided by the District - titled Employee Roster. The list shall include the Employee Name, Assigned School, Shift, Position, Floater (Yes/No), Black Seal (Yes/No), Boiler ID Expiration Date, Date of Hire, Level of Background Check Completed, Training Performed, Hourly Wage Rate, Hours Worked Per Year, Annual Wages. The Employee Roster shall be maintained by Contractor and all changes must be made within 24 hours of occurrence and the updated Employee Roster sent to the District and its designee. The Contractor shall notify the school principal; Business Administrator and the contract monitor immediately (within 24 hours) of all job vacancies as well as communicate the status of all open positions
6. At the end of each month, or more frequently if requested by the District, the Contractor shall provide to the District a detailed reconciliation of all overtime hours paid to each classification of its employees on a form (Overtime Log) provided by the District. At the end of each school year the unused portion of the overtime budget/hours 1,560 hours (1,260 custodial and 300 lead custodial) shall, at the District's discretion, either roll over to the following year or a credit shall be issued to the District against the Contractor's monthly invoice for the value (wages, payroll taxes and management fee) of those overtime hours not used as detailed in Proposal Form A. All school related overtime must be included in the Contractor's pricing. The District shall not pay for any additional overtime, other than what is authorized for facilities rentals or other District extraordinary work request on a case-by-case basis by the District. Unless the District grants permission, overtime is not to be used to cover Contractor's employee vacation time.

The Contractor and/or its employees shall comply with and do the following:

1. All Contractor employees shall comply with and be trained on all rules/policies of the District.
2. Employees of the Contractor must be thoroughly trained, qualified, and capable of performing the work assigned to them.
3. For safety requirements, all Contractor 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 custodians must also be capable of communicating effectively both in-person as well as via email.
4. 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.
5. Uniforms: All employees shall wear suitable uniforms and slip resistant soled shoes during the working period, and shall carry proper identification. At a minimum the Contractor shall supply and maintain for the duration of the contract 1 set of slip resistant soled shoes, 5 shirts (must be button down or polo type shirts with collars) and 3 pairs of pants for its entire custodial staff. New employees must be provided with smocks or tee shirts while awaiting their uniform. 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.
6. Comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wages and hours of employment requirements.
7. All employees must have HIB and Right to Know Training prior to the start of employment.
8. Comply with the Board of Education policies, which shall be provided to the successful Contractor.
9. At least fifty percent of the staff must live within a twenty mile radius of the District
10. Black Seal Licensing Requirements: At least 12 custodians of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. The proposed management must be in the process of obtaining or have a Black Seal license by the start of the contract. The total Black Seal licensing requirement by the start of the heating season (October 15) is 12 plus the proposed management team.
11. All new Contractor employees must have a TB test, preliminary private background check(from their 18<sup>th</sup> birthday), have their fingerprints taken by MorphoTrust, 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 personnel file and copies provided to the District and or its representative. Failure to provide this documentation prior to the employee's first day of work may result in termination of this contract.

The initial staff must have state background clearance approval or archivable to the District at the start of the contract or February 25, 2019 whichever is sooner. The Contractor must submit copies of NJ state background clearances from the state for all staff pursuant to this paragraph to the District on or before February 27, 2019. All Contractor employees' NJ state background checks and Black Seals licenses submitted must be legible and show name and address of the prospective candidates. Because the Black Seal Licenses are critical for the operations of the buildings, the licenses submitted shall be those who are working on site as of February 15 2019. The archiving process must begin upon the award of the contract in order for all of the Contractor's staff to begin work on March 1, 2019 with the required state clearances assigned to the District. Should the Contractor fail to submit all licenses and clearances required in this paragraph by February 27, 2019, the District shall have the right to immediately rescind the contract award and award the contract to the next highest scoring proposer.

12. The Contractor shall ensure that all employees have submitted a completed, signed and dated federal form I-9, before the start of the contract. In addition, the Contractor shall ensure the documents submitted as part of the I-9 requirements are valid.
13. The Contractor must provide copy of the detailed driving record from the Motor Vehicle Commission for any of its employees who will be operating a District owned vehicle. The record must be without any incidents.

**C. Organization and Reporting Relationships:** The onsite manager shall report to the Director of Facilities for daily administration, with an indirect reporting relationship to the Principals and the Business Administrator. This reporting relationship is for communication and coordination and is not intended 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 that the Contractor's staff and manager develop a good working relationship and communications with the District staff that they will be directly working with.

**D. Current Employees:**

1. Contracted: The Contractor shall offer the current contracted custodial employees the opportunity to interview for positions with the Contractor prior to the Contractor's solicitation of applications from the general public. A current detailed position roster shall be provided to each Proposer at the pre-proposal conference. The current outsourced staff is unionized.

**E. Computerized Custodial Quality Assurance System:** The Contractor shall provide the District with quality control inspection/reports as requested by the District. The Contractor must provide evidence and details of its system that meet the aforementioned requirements. The cost of this is to be included in the Proposer's On-Going Charge on Price Form A.

**F. 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 sub-contract the contract or any portion of.

**G. Services, Equipment and Other Items Provided by the Contractor:** The following shall be provided by Contractor and included in its pricing. Not doing so may cause the Contractor's proposal to be materially defective and cause for rejection.

1. **Equipment Budget Pool:** At the end of each year, at the District's discretion, the unused portion of the annual equipment budget shall either roll over to the following year or a credit shall be issued to the District against the Contractor's monthly billing. This pool of funds shall be used by the Contractor to purchase equipment costing more than \$250.00 each, subject to the District's approval, for any future needs for the program. Any



equipment need costing \$249.99 or less must be paid for and supplied from the Contractor's operating cost for supplies. The Contractor shall maintain an inventory, on a form provided by the District, of all equipment purchased using the budget pool as well as the amount remaining to be spent. The District shall 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 the fifth year of the contract; the Contractor shall issue a credit on its final invoice to the District.

The Contractor must have District approval prior to all purchases, comply with NJ procurement laws and provide documentary evidence to the District for its records at the time of purchase. The Contractor is responsible for all damage to equipment other than normal wear and tear.

All equipment and vehicles purchased must be new and of a name brand and approved by the District prior to purchase. All equipment must be purchased in accordance with the Public School Contract Law (N.J.S.A. 18A:18A-1 et seq.). Ownership of all equipment and vehicles purchased using this budget pool shall immediately pass to the District. In the event that the contract is terminated prior to the end of the fifth year and the cost of equipment purchased exceeds the amount paid by the District towards the equipment budget pool to that point, the District has the following options to reconcile the difference.

- a. The District to pay the Contractor for the difference directly.
- b. The District would have the succeeding Contractor pay the exiting Contractor the difference.

2. **Equipment Provided:** The Contractor shall provide all start up equipment and supplies along with equipment listed in Exhibit 4. The equipment must be new. The cost for this equipment must be incorporated into Proposal Form A for Office Costs or On-Going Costs and cannot be charged to the \$120,000 equipment budget pool. The Contractor shall supply and maintain time clocks or time keeping system at each site for its staff to clock in and clock out. Any other method proposed to record time for the Contractor's staff must be approved by the District prior to implementation. None of the above can be charged to the equipment budget pool.
  3. **Supplies and Minor Office Equipment Provided:** See Exhibit 2 Cost Responsibility Summary for details. The Contractor shall maintain a supply inventory control system. The Contractor shall be responsible for damages to all equipment (District owned as well as equipment purchased with the equipment budget pool) with the exception of normal wear and tear. Equipment shall be inspected daily by the Contractor's staff. All discrepancies and defects shall be documented and repairs shall be made and reported.
  4. **Safety and Personal Protection Equipment:** The Contractor shall supply all needed and required safety and personal protection equipment for its staff.
  5. **Offices and Office Furniture:** The District will provide office space and furniture to the Contractor. Any additional space or furniture required for the Contractor's on site operations must be provided by the Contractor and included in the Total Contract Price. The additional office space must be located within the District.
- H. District Provided Equipment and Supplies:** The District will provide all custodial, landscaping, snow plowing, paper, plastic, snow removal supplies and equipment (with the exception of purchases charged to the equipment budget pool and operating costs). The Contractor may also utilize all other District owned equipment. The Contractor shall be responsible for all damages to all equipment (District owned as well as equipment purchased with the equipment budget pool) with the exception of normal wear and tear. Equipment shall be inspected daily by the Contractor's staff. All discrepancies and defects shall be documented and repairs shall be made and reported. See Exhibit 2 Cost Responsibility Summary for details. The Contractor shall maintain an inventory control system on a form provided by the District.
- I. Insurance Requirements:** The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and, in a form, satisfactory to the District. All Insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better and the Insurance Company is licensed to do business in the State of New Jersey. The Contractor shall provide a certified copy of the policies and/or certificates of insurance as required by the District at any time. The policies shall not be canceled without thirty (30) days' prior written notice of cancellation to the District. School District, its officers, officials, agents, employees, consultants shall be named as additional insured's under the Contractor's policies of insurance except worker's compensation.

1. *Commercial General Liability* insurance, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:
  - a. \$2,000,000 General Aggregate per location/per job

- b. \$2,000,000 Products/Completed operations
- c. \$1,000,000 Personal Injury and Advertising Injury Limit
- d. \$1,000,000 Each occurrence Combined Single Limit for Bodily Injury and Property Damage
- e. \$100,000 Pollution Cleanup

The coverage shall include but not limited to: Premises/Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage Liability including Completed Operations, Personal Injury, Products and Completed Operations and Pollution Cleanup and Liability.

2. *Worker's Compensation* insurance in accordance with laws of the State of New Jersey, covering all employees and subcontractors employed by the Contractor in connection with the Services for the duration of the Agreement. Limits for employers' Liability should not be less than \$1,000,000 each accident, \$1,000,000 disease and \$1,000,000 disease policy limit.
3. *Comprehensive Automobile Liability* insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
4. *Umbrella Liability* insurance policy written on an occurrence basis with a minimum combined single limit of \$5,000,000 as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution.
5. *Commercial Crime* insurance for first and third party crime with coverage of \$300,000 for blanket dishonesty with faithful performance, theft, disappearance and destruction including loss of money, money orders, securities, counterfeit paper on or off premises, depositors forgery or alteration and computer fraud.
6. *Health Insurance & Fringe Benefits*: The Contractor must provide its staff its proposed Fringe Benefits as detailed on Proposal Form A-2.

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

- K. OSHA , AHERA, Blood borne Pathogens, HIB (Harassment, Intimidation & Bulling), Right to Know/Understand, and Hazardous Communication Act Regulations:** It is the responsibility of the Contractor to insure that all AHERA, OSHA, Blood borne Pathogens, HIB (Harassment, Intimidation & Bulling) and Right to Know/Understand, Hazardous Communication Act: regulations applying to this contract are adhered to at all times.
- L. New Jersey Worker and Community Right to Know/Understand Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know/Understand Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall 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.
- M. Professional Management and Staff**
1. Provide on-site management supervision who shall undertake all issues and duties pursuant to the attached RFP's scope of work and specifications.
  2. Provide managers who will report the Director of facilities who shall provide additional management oversight of the operation.
  3. Provide custodial technical personnel to support the on-site staff.
  4. Provide recommendations for the improvement of custodial staff organizational efficiencies on an ongoing basis.
  5. Direct and train the employees in a manner providing for effective coordination of skills, time, custodial functions, purchased services, equipment and supplies.
  6. Provide human resources management for the custodial staff.
  7. The Contractor's on-site manager shall at all times cooperate with outside contractors whose products and services affect the scope of work and services, repair or replacement of building systems and provide them with assistance and instructions where the services need to be rendered.
  8. The Contractor's on-site manager shall communicate with District staff and school principals concerning custodial requests.
- N. Custodial Resource Management**
1. The Contractor's on-site manager shall manage all custodial, landscaping and snow removal 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:
      - (i) Payroll, personnel, budgeting and purchasing
      - (ii) Ordering, receipt, storage/inventory and issue of supplies
      - (iii) Provide and maintain a supplies inventory and an administrative system to control the inventory within the first two months of the start of the contract.
    - c) Provide accountability reports, as requested, to the District
    - d) Provide labor to move supplies and equipment from building to building when necessary.
- O. Safety, Compliance, and Building Security**
1. The Contractor's on-site manager shall support the District in providing safe well-maintained facilities to include:
    - a) Recommendations to the District concerning life safety procedures.
    - b) Fire extinguisher serviceability and control to include type, location and service date by school. The Contractor shall perform an inventory to include the above and note the location of each extinguisher on a school building floor plan within 90 days of the start of the contract. The Contractor's staff shall inspect all fire extinguishers monthly and sign off on the tag of each one and maintain a log.
    - c) Utilities shut off procedures and locations. The Contractor shall develop written procedures for shutting down the utilities (water, gas and electric), color code the locations and place its locations on the same school building floor plan used for the fire extinguishers within 90 days of the start of the contract.
  2. The Contractor's on-site manager shall 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. The Contractor's on-site manager shall assist in the collection and filing of documents provided by the District for certification of the physical plant's compliance with the requirements of applicable laws and regulations.

4. The Contractor shall establish and follow a safety incident reporting system, which shall include investigation and evaluation of incidents. The Contractor must document in writing and notify the District within 24 hours of any incident, accident, injury or notable event which relates to the performance of this contract.
5. Provide safety-related training and information, presentations for new employees and continuing education of all Contractors' employees.
6. 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 the safety of facilities including all applicable safety codes and standards.
7. The Contractor's on-site manager shall make routine safety and material inspections and report results to District.
8. Work shall be performed only by permanently assigned employees or approved substitutes during authorized working hours. At no time shall the Contractor permit unauthorized or non-working persons on school premises. All personnel shall be restricted to those areas where they have assigned duties to perform. Dependents, children, friends of employees, or other employees of the Contractor not on the approved roster are not permitted on school premises. On a form provided by the District, the Contractor shall submit a roster of all employees listing name, home address, home phone number, cell phone number, assigned duties and work area to the District and the contract monitor. The on-site manager shall also list emergency numbers. The roster shall be updated within twenty four (24) hours of any changes authorized by the Business Administrator. A complete new roster shall be provided at the time of each change in the roster. Failure to provide same shall be considered a breach of the contract and could result in termination.
9. The Contractor shall be responsible to retrieve all District issued ID's and keys from discharged employees and return them to the District.
10. The Contractor shall instruct its employees in the Contractor's and District's security procedures and shall comply with same, subject to modification only by authorized school personnel. Keys and/or card keys to the facilities held in the Contractor's custody shall be accounted for at all times and immediately returned to the on-site manager upon termination of employment with the district. The Contractor shall maintain a key control log, at all times, as well as provide lock boxes at each school. Except for the management and lead custodians all keys must be placed in the lock box each evening. Keys and/or key cards providing access to school buildings shall be furnished to the Contractor who shall be responsible for safeguarding them and preventing their unauthorized use. Upon request, the Contractor shall immediately return any keys as requested by the facilities director. Under no circumstances shall the Contractor duplicate keys. The Contractor shall assume full responsibility for theft or loss of said keys and shall 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 these security procedures shall be deducted from monies owed the Contractor.
11. The Contractor's personnel shall make certain all exterior doors and windows are locked and securely latched before leaving an area, even for temporary periods. Under no circumstances shall perimeter facility doors be propped or held open for any reason at any time.
12. The Contractor is responsible to ensure all buildings are properly opened in the morning and locked and secured (doors and windows) in the evening or at other times/events as directed by District administration.
13. The Contractor shall assist on all intrusion/fire alarm calls for all buildings.
14. 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 District administration.
15. Smoking and alcohol consumption is not allowed anywhere on any school property.
16. The use of school telephones, radios, televisions, computers, vehicles and equipment is strictly prohibited unless authorized by the District.
17. Meal breaks shall be permitted only in areas designated by the Principal, Director of Facilities or designee.
18. The Contractor's employees shall, at all times, display a school-issued identification card on their uniform. The name on the card must reflect the name as listed on the background clearance and roster.
19. The Contractor shall have sufficient coverage, at all times, of custodians with Black Seal Boilers Licenses working in each building when occupied.

20. The Contractor must comply with the District's Integrated Pest Management Plans.
21. The Contractor shall comply with and provide training for the District's Anti-Bullying and Harassment policy.

**P. Emergency Preparedness Plan**

1. The Contractor's on-site manager shall assist the District in the preparations of a facilities-related Emergency Preparedness Plan by assisting in emergency rehearsal drills, as required. Within the first 90 days of the contract, the Contractor must define, in writing, its staff's responsibilities pursuant to the District's Emergency Preparedness Plan.
2. The Contractor's on-site manager shall assist the District in implementing its plan for fire response preparation, active shooter, lock down, building evacuation non-fire and bomb threats.
  - 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 emergency, 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, active shooter, lock down, building evacuation non-fire and bomb threats and evacuation drills.
  - f) The Contractor's on-site manager if requested by the District participates in the District's school safety team.

**Q. Employee Development and Direction**

1. Encourage and facilitate the well-being and development of all custodial employees by providing custodial training, programs and materials. The Contractor shall provide a fully integrated custodial - management employee training and development program. This shall include job-related technical skills training as well as personal development opportunities. The Contractor shall make available all training resources to District Building and Grounds staff. The Contractor shall provide the following to all custodians:
  - a) Provide and document new employee as well as substitute orientation, in-service and developmental training.
  - b) Provide complete training for of its employees on acceptable student interaction (both in person and electronically) and behavior when around students.
  - c) Provide complete training for all of its employees on the operation and care of the equipment provided by the Contractor and or District
  - d) Provide training for all of its employees for the proper use and application of all supplies.
  - e) Provide all required training including, but not limited to OSHA , IPM, AHERA, Blood Borne Pathogens and Hazardous Communication, Right to Know-Understand , sexual harassment , affirmative action, confined space, anti-bullying. Provide the District with copies of the training materials and sign in sheets.
  - f) Provide and document new employee as well as substitute orientation, in-service and developmental training.
  - g) Provide self-study training materials in subject units applicable to appropriate occupational categories, qualifications and experience for its staff.
  - h) The Contractor's on-site manager shall hold monthly staff meetings with Contractor custodial employees to discuss mission, training and current issues with documentation of specific training measures and topics undertaken.
  - i) Provide management development courses as needed to on-site management.
2. Manage and direct the Contractor's employees.
  - a) Contractor shall provide all direction and supervision for its employees.
  - b) Provide clear, comprehensive written instructions defining tasks and functions.
  - c) Provide and maintain a written organizational summary for the on-site organization and the Contractor's corporate support 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 maintain personnel records in accordance with existing procedures.
  - e) Maintain a written record of employee performance, qualifications, and specialized training.

- f) The Contractor's on-site manager shall establish and conduct a program of individual performance review with input from the Principal.
- g) The Contractor's on-site manager shall provide each employee with at least one annual performance appraisal/review
- h) Make staffing recommendations concerning the custodial personnel's organizational skills, number of hours and shifts.
- i) Provide and maintain written task schedules for all custodial employees. These task schedules shall be done by time and task and customized to the each individual custodian. The Contractor shall submit all task schedules on the form provided by the District to the District for approval. This shall be completed within 60 days of the start of the contract and are to be updated annually or more often as needed.

#### **R. Contractor's Performance Reporting**

1. The Contractor's on-site manager shall provide, to the district facilities director, a written monthly manager's report of facility activities and objectives
2. The Contractor's on-site manager shall routinely conduct site program status reviews and make quarterly written reports.

#### **S. Administrative Scope of Work and Services**

1. Supervision - The Contractor's on-site manager shall assume management duties controlling direct labor activities including: hiring, termination, job descriptions, task assignments, scheduling, training, application of personnel policies and direct labor hour justification.
2. Staff Interaction - The Contractor's on-site manager shall 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 facility related issues, open solicitation of ideas and involvement in facility issues as appropriate.
3. Procedures - The Contractor shall develop, publish and apply procedures appropriate and necessary to the facility function including, such as:
  - Assignment Accountability
  - Work Order Procedures
  - Custodial Task Schedules
  - Time Accountability
  - Personnel & Safety Policies
  - Pre & Post Check List for building usage by non-District entities.
  - Emergency Call-In List
4. Planning - The Contractor's on-site manager shall provide written plans to the District for:
  - a) Project cleaning and coverage for evening, weekend, and special events.
  - b) By May 15th of each year have a summer cleaning plan in a format specified by the District for review and approval.
  - c) Annual Project Cleaning Plan/Schedule, exclusive of the summer cleaning, on a form provided by the District.
5. Property Control - The Contractor's on-site manager shall 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.
6. Reporting - The Contractor's on-site manager shall issue such monthly reports as deemed necessary, by the District, to fully apprise District administration of objectives, current and planned activities including: budget compliance, providing needed data to Business Administrator for District budget preparation, personnel issues, equipment and facility status, as well as custodial departmental issues and objectives. In addition, the on-site and regional managers shall meet with District administration no less than ten times per contract year in order discuss issues and District objectives.
7. Records – At times the Contractor's on-site manager shall initiate, compile and maintain records and files necessary for the smooth and optimal functioning of the custodial staff, such as:
  - Time Sheets
  - Code Compliance
  - Safety
  - Employee Roster
  - Task Schedules
  - Equipment Inventory Log
  - Inventory Control
  - Budgets
  - Planning

8. Communication: Within 60 days of the start date of the contract the Contractor’s on-site manager shall meet with District administration and the Monitor to establish Common Goals and Objectives for the custodial program. .
9. The Contractor’s on-site manager shall also meet with Facilities director monthly to seek his or her input concerning the schools with regards to the custodial program. Attend additional meetings as requested by the District.
10. The Contractor shall provide all computers, software, printer, copy machines, fax machines and all office equipment needed to meet the Scope of Work.
11. Purchases made from the equipment budget pool: Any and all purchases made from the equipment budget pool shall be made in strict accordance with the Public School Contracts Law.

**T. 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. Roof repairs
5. The washing or dry cleaning of curtains.
6. Plumbing, electrical, mechanical and HVAC repairs
7. The kitchen staff shall clean the kitchen and serving areas except for the items in V5 and V6.
8. Cleaning of exterior windows except for the first floor.

**V. Custodial Scope of Work, Services and Responsibilities:** The following specifications V1 through V15 detail the custodial scope of work and services. Within 60 days after the start of the contract task schedules must be developed by the Contractor for the Contractor’s staff and the District’s staff on a form provided by the District, then approved by the District to encompass the following scope of work.

<b>Specification V</b>				
<b>Custodial Scope of Work, Services and Responsibilities</b>				
Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
<b>V1 - Classrooms, Libraries, Laboratories, Auditorium, Home Ec. and Shop Areas When Schools Are in Session or Occupied</b>				
a. Empty and then damp wipe receptacles and replace plastic liners when soiled.	X			
b. Spot-clean glass in doors, partitions and on the inside of windows.	X			
c. Empty pencil sharpeners.	X			
d. Spot-clean walls, doors and ledges as needed.	X			
e. Vacuum traffic patterns on carpeted floors four days each week.	X			
f. 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 and sanitize sinks, replenish paper towels and soap dispensers.	X			
j. Spot-clean stains in carpets.	X			
k. Rearrange furniture as needed.	X			
l. Thoroughly mop/auto scrub 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 to remove heavy soil, heavy markings or graffiti. Report any inappropriate graffiti.		X		
o. Dust vertical furniture surfaces, computer monitors, 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 and desktops.	X			
r. Clean doorknobs/handles, door glass; push plates, and kick plates.		X		

**Specification V**  
**Custodial Scope of Work, Services and Responsibilities**

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
s. Clean and damp wipe chalk/marker/smart boards. When requested do daily.		X		
t. Clean and damp wipe chalkboards trays.	X			
u. In areas that have terrazzo or resilient tile floors, strip old finish, apply three coats of new finish and burnish the floors. Any sealed concrete floors coated with floor finish/wax, these should be burnished monthly.			X	SA
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 non-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			
<b>V2 - Rest Rooms</b>				
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			
e. Damp wipe partitions, vertical surfaces, and floors with sanitizing 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. Report any inappropriate graffiti.	X			
l. Check to be sure plumbing is operational; that there aren't stoppages or leaks.	X			
m. Clean and sanitize doorknobs/ push plates.	X			
n. Clean kick plates.		X		
o. High dust, check for and remove all cobwebs.		X		
p. Dust ledges, vents, partitions, and light fixtures above sinks.		X		
q. Machine-scrub restroom floor with a mild sanitizing disinfectant.		X	X	
r. Sweep floors.	X			
s. Sanitize, clean and flush all urinals and toilets, de-lime if necessary.	X			
t. Sanitize, clean walls, stalls, fixtures and floors. Vacuum excess water.	X			
u. Replace any light bulbs that are not working.	X			
v. Replace any missing or stained ceiling tiles.	X			
w. Lower/ raise all shades and/ or blinds to an even half open position.	X			
x. Turn off all lights and non-essential electrical equipment.	X			
y. Close and lock all windows and doors.	X			
z. Damp wipe vertical surfaces with a sanitizing disinfectant.	X			
aa. Must project clean entire bathrooms with bathroom cleaning machine monthly			X	M
<b>V3 - Offices, Lounges, and Conference Rooms</b>				
a. Empty and then damp wipe receptacles and replace plastic liners when soiled.	X			
b. Clear dust from areas of furniture tops, computer monitors, 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			



**Specification V**  
**Custodial Scope of Work, Services and Responsibilities**

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
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 traffic patterns on carpeted floors four days each week.	X			
o. Vacuum 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 or burnish smooth floor surface traffic patterns.		X		
r. Spray buff or burnish 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 and defrost freezer section annually.	X			
v. In areas that have terrazzo or resilient tile floors, strip old finish, apply three coats of new finish (or as directed by the District) and burnish the floors. Any sealed concrete floors coated with floor finish/wax, these should be burnished monthly.			X	SA
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 non-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			
<b>V4 - Entrances, Lobbies, Hallways and Other Public Areas When Schools Are in Session or Occupied</b>				
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 sidewalks.	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, polish 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 or burnish resilient tile and terrazzo floors. After burnishing, dust mops 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	X			

**Specification V**  
**Custodial Scope of Work, Services and Responsibilities**

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
doors.				
z. Extract carpeted areas as needed.		X	X	
aa. In areas that have terrazzo or resilient tile floors strip old finish, apply a minimum of one coat of sealer and four coats of new finish (or as directed by the District) 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			
<b>V5 - Cafeterias and Lunchrooms When Schools Are in Session or Occupied</b>				
a. During school sweep, spot mop spills and pieces of litter from the floor.	X			
b. Empty then 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 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			
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. After school clean tables and chairs	X			
m. Damp wipe and sanitize vertical surfaces within 6 feet of ground level.	X			
n. Spray buff or burnish resilient floor surfaces that are coated with floor finish or wax.		X		
o. Vacuum upholstered furniture.		X		
p. Sanitize and clean doorknobs and push-plates.	X			
q. Clean door kick plates.		X		
r. High dust, check for and remove all cobwebs.		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 four coats of new finish and burnish the floors. Any sealed concrete floors coated with floor finish/wax, these should be burnished monthly.			X	SA
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			
<b>V6 – Kitchens When Schools Are in Session or Occupied</b>				
a. Empty and wash trash cans then insert new plastic liner 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; change water frequently then set out wet floor signs.	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
<b>V7 - Gyms and Stage When Schools Are in Session or Occupied</b>				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			

**Specification V**  
**Custodial Scope of Work, Services and Responsibilities**

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
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 and wall mats.	X		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.			X	M
k. Clean and disinfect all wrestling, gymnastic, aerobic mats, etc.	X			
<b>V8 - Locker Rooms, Dressing Areas and Gyms When Schools Are in Session or Occupied</b>				
a. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
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. Thoroughly vacuum floor areas.		X		
i. Clean and sanitize vertical wall and locker surfaces within 6 feet of floor level.	X			
j. High dust, check for and remove all cobwebs.		X		
k. Sanitize and clean doorknobs/handles and push plates.	X			
l. Clean door kick plates.		X		
m. Replace any light bulbs that are not working.	X			
n. If used, wet mop floors with germicidal solution in the showers.		X		
o. If used, wipe down walls with germicidal solution in the showers.		X		
p. Clean and sanitize showerheads, handles and other washroom hardware.		X		
q. Scrub and clean floor using floor machine, proper solution and pad.		X		
r. Project-cleaning locker rooms using bathroom machine 4 times per year				4X Per Year
<b>V9 –Stairways, Landings and Elevators When Schools Are in Session or Occupied</b>				
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, doors and door tracks.		X		
l. Clean and sanitize elevator operation buttons & switches and clean door tracks.	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			
<b>V10 – Grounds and Playgrounds</b>				
a. Empty/damp wipe recycling and refuse receptacles and replaces plastic liners if soiled.	X			
b. Police, clean and remove all debris, litter, fallen branches, etc. from walkways and properties.	X			
c. Remove debris from grounds, athletic fields/areas and parking areas.	X			
d. Remove cobwebs and debris from overhangs and walls.		X		
e. Grass cutting (from the building to apron of the parking lot)			X	

**Specification V**  
**Custodial Scope of Work, Services and Responsibilities**

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
f. Weed whacking (from the building to apron of the parking lot)			X	
g. Hedge cutting (from the building to apron of the parking lot)			X	
h. Pull weeds from curbs and beds (from the building to apron of the parking lot)			X	
i. In playground or where necessary fill in gullies and rake out playground mulch (daily in fall areas when playgrounds are in use) in fall zones under swings, slides, etc. to maintain a safe depth of mulch			X	
j. Clean, cut and maintain interior courtyards not accessible from outside the school.			X	
<b>V11 – Snow Removal</b>				
a. Apply snow melt chemicals; remove all snow from walkways, paths, 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 to 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. On days there is an early dismissal or evening inclement weather, the Contractor must be available to provide snow removal and provide evening cleaning. Train all staff on operation, care, and safe use of snow removal equipment.			X	
<b>V12 - Minimal Service Areas and Mechanical Areas</b>				
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 as directed by the District.	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			
g. Keep custodial closets neat, clean and organized. Buckets and mops must be emptied and cleaned prior to end of day.	X			
h. Promptly replace any light bulbs that are not working.	X			
i. Ensure all mechanical areas and custodial closets are locked and secure at all times.	X			
<b>V13 - Project Cleaning Will Be Scheduled for All Areas During School Year Breaks and Summer Recess</b> 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. Clean and strip wax from baseboards.				A
c. Carpet care – Extract all carpeted flooring surfaces and utilize pile lifter in heavily traffic areas			X	A
d. Wash and clean or polish all furniture.				A
e. Wash all walls, wall mats, locker exteriors and waste receptacles.			X	A
f. Clean window shades and wash window blinds.				A
g. Vacuum and extract upholstered furniture.			X	A
h. Wash all interior windows and first floor exterior windows.				A
i. Clean and wash lighting and mechanical diffusers.			X	A
j. Remove all cobwebs, low and high dust.			X	A
k. Clean and wash all heating grids, grills and all air vents.			X	A
l. Wood Gym floors – screen and refinish with approved low volatile organic compound or water based wood finish.				A
m. 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. This should be done tri-annually or as directed by the District. All filters are to be initialed and dated when they are changed.				Tri-Annual
n. Kitchen – Project clean entire kitchen (equipment, counters, walls and floors).				A
o. Empty and clean with a sanitizing solution all interior and exterior locker surfaces.				A
p. Clean and disinfect on top and under all cafeteria tables and classroom desks.				SA
q. Wash and project clean all bleachers.				A
<b>V14 - Miscellaneous Custodial Responsibilities - It is to be understood that in each school the custodians 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. Custodians must be available to support the normally recurring miscellaneous duties that include but are not limited to:</b>				
a. Flag raising and lowering.		X		

**Specification V**  
**Custodial Scope of Work, Services and Responsibilities**

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
b. Opening and closing of the building during normal school operations.	X			
c. Lower window blinds & shades evenly to half position at the end of the day.	X			
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. Moving of furniture, boxes, equipment, materials and supplies.			X	
h. Replace carpet tiles that are soiled, stained or when regular cleaning is 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			
j. Contractor must ensure lights bulbs (new or discarded) be stored in a closed container at all times.			X	
k. Replace stained or missing ceiling tiles.	X		X	
l. Set-ups and break downs for events, meetings and graduations.			X	
m. Post class schedule activity cleanups.			X	
n. Assisting in receiving and distribution of supplies.	X			
o. Incidental graffiti removal.	X			
p. Reporting safety hazards and marking/blocking off hazardous area.	X			
q. Scheduling work around afternoon or evening classes, and after school activities if applicable.			X	
r. Inspect playground and document playground inspections. Report all damage to the District via work order system.		X		
s. Ensure roof drains and downspouts are clear of leaves and debris by inspecting and cleaning.			X	
t. Maintain the required boiler log in those schools that require Black Seal Licenses.	X		X	
u. Monitor boilers and when needed turn off and/or on.	X		X	
v. Inspect test and log emergency generator operation, if any.		X		
w. Comply with District's recycling policy.	X			
x. Change locker combinations in middle school and high school, if needed.				A
y. Adjust exterior lighting timers as directed by the District.			X	
z. Utilize District work order system to report all needed building repairs.			X	
aa. Check functionality of exit signs and provide report to District administration				M
bb. Check for proper operation of platform lifts (if there are any).		X		
cc. Check and clear debris from roof drains.				M
dd. Other duties as assigned by the principal and or District administration.			X	

**V15 - Custodial Minor Corrective Maintenance Responsibilities**

The Contractor shall provide and maintain for the term of this contract, an issue of hand tools for each school to enable custodians to perform minor maintenance tasks. The Contractor shall also provide the employee training and quality assurance inspections to ensure proper performance of the tasks. These tools are to be new and shall be retained by the district at contract's end. Tools to be provided (but not limited to) are:

Claw Hammer	Wire Cutter Pliers	Shovel	Tool Box
Hand Saw	Selection of Screw Drivers	Stepladder	Lubricating Oil
Standard Pliers	Plumber's Snake & Plunger	Selection of Wrenches	Work Gloves
			Putty Knife/Scraper

**Corrective Maintenance Shall Be Conducted In The Following Areas**

<p align="center"><b><u>Emergency Window and Entrance Door Glass Repairs</u></b></p> <ol style="list-style-type: none"> <li>Broken (replace with plywood until replacement is installed)</li> <li>Panes will not slide</li> <li>Will not open or close</li> <li>Locking hook broken</li> <li>Custodians will secure area until district repairs it.</li> </ol>	<p align="center"><b><u>Minor Repair</u></b></p> <ol style="list-style-type: none"> <li>Baseboard off wall</li> <li>Painting</li> <li>Mounting and hanging of pictures, tack boards, supply dispensers, chalk and or white boards</li> <li>Troubleshoot locker repairs</li> <li>Replace mirrors</li> </ol> <p align="center"><b><u>Unit Ventilators ,RTU's &amp; Filters:</u></b></p> <ol style="list-style-type: none"> <li>Tri-annually, change all HVAC filters</li> <li>Remove covers and clean coils as well as inside unit using compressed air, then vacuum</li> <li>Lubricate all motors and bearings</li> <li>Initial and date all filters upon changing them.</li> </ol>
<p align="center"><b><u>Floor Repair</u></b></p> <ol style="list-style-type: none"> <li>Replace carpet tiles that are soiled, stained or when regular cleaning procedures are not effective</li> </ol>	<p align="center"><b><u>Curtain and Blinds Repair/Removal</u></b></p> <ol style="list-style-type: none"> <li>Rod coming out of wall or rod bent</li> <li>Curtain off rod</li> <li>Draw stick or cord repair/replacement</li> </ol>
<p align="center"><b><u>Minor Plumbing Repairs</u></b></p> <ol style="list-style-type: none"> <li>Nozzle or drain stopped up</li> <li>Faucet leaks or stays on</li> <li>Handles broken/missing</li> <li>Nozzle or drain cover missing</li> <li>Broken soap holder</li> <li>Shower curtain torn, missing or dirty</li> <li>Toilet stopped up or will not flush</li> <li>Toilet paper holder broken/missing</li> <li>Toilet seat broken</li> <li>Latch on stall door broken</li> <li>Sink stopped up</li> <li>Drain stuck closed</li> <li>Stopper missing or will not hold water</li> <li>Reattach/replace shelves</li> <li>Repair/replace towel dispenser</li> <li>Shut off water when major leaks</li> </ol>	<p align="center"><b><u>Light Replacement</u></b></p> <ol style="list-style-type: none"> <li>Globe/cover missing</li> <li>Globe/cover broken</li> <li>Fixture broken</li> <li>Globe/cover loose</li> <li>Switch cover loose/missing</li> <li>Light burned out</li> </ol> <p align="center"><b><u>Exit Sign Repair</u></b></p> <ol style="list-style-type: none"> <li>Light out</li> <li>Sign broken</li> <li>Sign off wall</li> <li>Sign missing</li> <li>Replace battery back up</li> </ol>
<p align="center"><b><u>Door Repair</u></b></p> <ol style="list-style-type: none"> <li>Squeaks</li> <li>Name plate missing/broken</li> <li>Door signs missing/broken</li> <li>Door handles missing/broken</li> </ol>	<p align="center"><b><u>Desk Repair</u></b></p> <ol style="list-style-type: none"> <li>Molding broken</li> <li>Drawer handle missing</li> <li>Drawer sticks/broken</li> <li>Replace desktops</li> <li>Replace missing feet on chairs and desks</li> </ol>

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

**Exhibit 1**  
**Building Roster**

<b>Building/Location</b>	<b>Address</b>	<b>Heat</b>	<b>Building Square footage</b>	<b>Grade Levels</b>	<b>No. of Students</b>	<b>No. of Staff</b>	<b>Custodial Services</b>
Dwight Morrow Campus	274 Knickerbocker Rd	Gas	202,928	9-12	1045	130	Contractor
Dismus Middle School	325 Tryon Ave	Gas	94,680	6-8	562	82	Contractor
McCloud School	325 Tenafly Rd	Gas	98,000	3-5	575	85	Contractor
Grieco School	50 Durie Ave	Gas	97,000	K-2	379	93	Contractor
Quarles School	186 Davision Pl	Gas	58,000	Pre-k-k	408	93	Contractor
Stadium	385 Orchard St	Gas	7,200	0	0	0	Contractor
Bus depot/maintenance garage	51 Durie Ave	Gas	5,000	0	0	3	Contractor
<b>Totals</b>			<b>562,818</b>				
Note: The Contractor is responsible for removal of snow from all walkways, driveway, parking lots, sidewalks, paths, stairs and entranceways. As well as the policing and removal of litter from all school grounds.							





<b>EXHIBIT 2</b> <b>Cost Responsibility Summary</b>	<b>Contractor</b>	<b>District</b>
<b>Supplies, Equipment, Office Space, And Purchasing</b>		
Custodial Chemicals: i.e. floor finishes, cleaners, detergents, sanitizers, hand soaps etc.	X	-
Walk Off Mats at Building Entranceways	-	X
Custodial Supplies: i.e. cleaners, chemicals, waxes, mops, buckets, wipes, paper, plastics etc.	X	-
Custodial Equipment Costing Less than \$249.99: i.e. vacuums, floor machines, ladders, etc.	X	-
Custodial Equipment Costing More than \$250.00: i.e. vacuums, floor machines, ladders, etc.	X	-
Custodial Equipment Costing More than \$250.00 & Not Charged to \$120,000 Equipment Budget Pool	-	X
Minor hand tools pursuant to V15	X	-
Currier vehicle-full size van	X	-
Vehicles for Custodial, Snow Removal, landscaping and turf field grooming Not Charged to Equipment Budget Pool	X	-
Interior Pest Control	-	X
Snow Removal Equipment:- i.e., snow throwers, shovels, vehicles, plows, bed salters etc.	X	-
Snow Removal Supplies: i.e., snow melt, salt, sand, etc.	-	X
Play Ground Mulch	-	X
Maintenance Play Ground Mulch	X	-
All Safety and Personal Protection Equipment for Contractor's Staff	X	-
Offices and Warehouse Space	X*	X
Utilities for Office and Storage of Equipment in school buildings	X*	X
Plastic trash bags	X	-
Office Furniture and Equipment	X*	X
Copy, Fax Machines, Software, Computers and Printers for Operations	X	-
Telephone and Telephone Charges Both Local and Long Distance	X*	X
Office Supplies and Postage for Custodial Operations	X	-
Communication Equipment i.e. Pagers and cell phones (Smart phones pursuant to Exhibit 4)	X	-
In school two way radios	-	X
<b>Labor – Management, Clerical and Hourly</b>		
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 Background Checks (State and Private) and TB Testing	X	-
Uniforms and Safety Shoes for Hourly Employees (1 set of shoes, 5 shirts and 3 pants )	X	-
Training for FSMC and District Custodial Service employees.	X	-
<b>Additional Items</b>		
Products and Public Liability Insurance	X	-
Inclement weather gear	X	-
Travel Costs for Contractor's Staff	X	-
Maintenance and Operating Costs of Contractor Owned/ Leased Equipment and Vehicles	X	-
Labor for the Maintenance of contractors equipment and Vehicles	X	-
Maintenance and Operating Costs of District Owned Equipment and Vehicles	-	X
Repair of Damage Above Normal Wear and Tear of District Owned Vehicles and Equipment Used by the Contractor	-	X
Removal of Trash and Garbage from Inside Buildings	X	-
Removal of Trash and Garbage from Premises	-	X
Training for Contractor's and District's (if any) Custodial Staff	X	-
Inventory Control of District supplied supplies.	X	-
*Note: The 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 SHIFTS**  
(All Staffing Are in Full Time Equivalents – 1 FTE Equals 2080 Hours Per Year)

Building Name / Position	Square Footage	Required Shifts & Proposed Staffing in FTEs				Totals		
		Bathrooms	Required Day shift 7 to 3:30pm	Required Night shift 3 to 11:30	Custodial/ Handyman	FTEs	Saturday Floaters	Sunday Floaters
		Custodial / Landscaping Staffing						
Dwight Morrow High Campus North & South (9-12)	202,938	34	2	8	2	12		
Dismus Middle School (6-8)	94,680	15	2	3	0	5	-	
McCloud School (3-5)	98,000	18	1	4	1	6	-	
Grieco School (K-2)	97,000	17	1	4	1	6	-	
Quarles School (Pre-K)	58,000	38	1	3	1	5	-	
Whiton White Stadium	7,200	9	0	0	0	0	-	
Bus depot/maintenance garage	5,000	3	0	0	0	0	-	-
Grounds/landscaping	42 Acres					2		
Weekend Custodial floaters							1	2
<b>Sub-Total Custodial</b>	<b>562,818</b>					<b>36</b>	<b>-</b>	
		<b>Management and Clerical Staffing</b>						
Day manager	-	-		1	0	1	-	-
Night manager				0	1	1		
Administrative Assistant	-	-	-	1	0	1	-	-
Administrative Assistant (30 hr. Week				1	0	1		
Currier				1	0	1		
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>1</b>	<b>5</b>	<b>-</b>	<b>-</b>
<b>T O T A L</b>						<b>41</b>	<b>-</b>	

1. All staffing is represented as FTEs; one FTE equals 2080 hours per year.
2. Shifts and start times may change from time to time based upon District needs.
3. At least 12 custodians of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. All management must be in process of obtaining or have a Black Seal license by start of the contract.
4. The floater positions must work other shifts as requested by the District or changing needs, and should be utilized for weekend work to minimize over time.
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. On days there is an early dismissal or evening inclement weather, the Contractor must be available to assist with snow removal and provide evening cleaning.

**Exhibit 6**

**Current Outsourced Position Roster Including Wage Rates and OES Survey**

1. Note: the Current Position Roster will be handed out at the pre-proposal conference.
2. OES Wage Survey

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
 OCCUPATIONAL WAGES FROM THE OCCUPATIONAL EMPLOYMENT STATISTICS (OES) WAGE SURVEY  
 BERGEN-HUDSON-PASSAIC COUNTY AREA: ALL INDUSTRIES COMBINED

Source: New Jersey Department of Labor and Workforce Development, Division of Labor Market and Demographic Research, July 2016.				
BERGEN-HUDSON-PASSAIC COUNTY AREA: ALL INDUSTRIES COMBINED				
Industry Sector	Occ'l (SOC) Code	Occupational Title	Mean (Avg.) Hourly	Mean (Avg.) Salary
All industries	37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	\$14.65	\$30,500
All industries	43-6014	Secretaries and Administrative Assistants, Except Legal, Medical,	\$19.10	\$39,800
All industries	37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	\$22.10	\$45,900

**Exhibit 7 - Recommended Staffing, Wage Rates and Salaries –**

1. This is the Englewood Public School District recommended wages and wage rates which will be used as basis for evaluating the Proposer/s staffing viability. These are the wage rates as of June 30, 2017. This does not included any increase due on July 1. 2018.

<b>Positions</b>	<b>Average Hourly Wage Rate &amp; Wages</b>
Managers	\$60,000 per year
Lead Custodian	\$13.65 per hour
Custodian	\$13.60 per hour

## **Exhibit 8 - Custodial Contract**

### **MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement ("Agreement") is made and entered into as of this 1st day of March 2019, by and between Englewood BOARD OF EDUCATION ("District") located at 274 Knickerbocker Rd, Englewood, NJ 07631 and XYZ, INC. ("Contractor") with offices located at Street, City, State Zip, who agree as follows:

1. **Purpose of Agreement.** The Contractor is a provider of Custodial, landscaping, snow removal and Management Services. This Agreement sets forth the terms and conditions upon which District retains the Contractor to manage and operate the Services at the Premises.
2. **Independent Contractor.** The Contractor shall be an independent contractor and shall retain control over its employees and agents. Contractor shall not act as or be the District's agent, partner or joint venturer. The Contractor is employed to render the services only as specified in the Agreement, and any payments made by the District are compensation solely for such services rendered.
3. **Agreement.** The entire Agreement shall consist of this Agreement, the Request for Proposals (RFP) by the district, as amended, the Contractor's proposal response dated January 3, 2019, and other documents specifically incorporated by reference. The Contractor agrees to abide by all terms and conditions of the documents as referenced above.

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

4. **Duties.** The Contractor shall provide the services in strict accordance with the requirements set forth in the RFP. The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. The Contractor and anyone providing the Services on behalf of the Contractor shall, without limitation of the aforementioned, comply with: (a) New Jersey Worker and Community Right to Know/Understand Law, N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.; (b) the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990; and (c) the conflict of interest standards of N.J.S.A 18A:12-21 et seq.
5. **Term of Agreement.** The term of this Agreement is for five (5) years and is subject to annual appropriations of sufficient funds to meet the extended obligation and annual renewal by the Englewood Board of Education. The five (5) years of the Agreement shall commence on March 1, 2019 and continue contingent upon sufficient funds and annual board approval until June 30, 2025 ("Term").
6. **Compensation.** In consideration of the Contractor's performance of its obligations under this Agreement, District shall pay the Contractor a Contract Price for each Fiscal Year.

- A. The Contract Price for the period of March 1, 2019 through June 30, 2020 shall be? Million, Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
- B. The Contract Price for the period of July 1, 2020 through June 30, 2021 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
- C. The Contract Price for the period of July 1, 2021 through June 30, 2022 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
- D. The Contract Price for the period of July 1, 2022 through June 30, 2023 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
- E. The Contract Price for the period of July 1, 2023 through June 30, 2024 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).

7. **District Direct Charges.** The following charges have been made part of the Contractor's Compensation as detailed in paragraph 6 and any said charges that are not performed shall be credited back to the District monthly off of the Contractor's Compensation.

8. Installment Payments. The Contractor shall bill the District its portion of the Total Contract Price in monthly duly certified invoice and shall provide its certified payroll. The Contractor shall apply, with each invoice, the total amount charged to the District as a credit for Contract Monitoring to the invoice for the District as the District will be paying the contract monitor. The District will pay all invoices from the Contractor within thirty (30) days of receipt of a properly completed and certified invoice and supportive documentation (certified payroll, etc.) submitted ten (10) days prior to the current month's School Board meeting. In no event shall the Contractor be entitled to interest on any overdue payment.
9. Audit and Inspection. The Contractor agrees to maintain and have available for audit and inspection, all books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of five years from the date of final payment. The Contractor agrees to provide copies of all requested documents to the Board and the NJ State Comptroller upon request.

All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the District in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be owned by the Board and immediately provided to the Board upon request. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor shall correct or modify the work to comply with the contract requirements and the District.
10. Contract Price Adjustments.
  - A. Changes in Services. In the event that the District were to add or decrease square footage, staff or supervisory responsibilities, or any additional increase or decrease in staffing costs and supplies, the contract price shall be adjusted based upon the costs and percentages for benefits, payroll taxes, management fees and supplies as submitted in Proposal Form A with full consideration being given to the level of service and scope of work required by the District. Any changes the Contract Price and Installment Payment must be duly approved, in writing, by the Business Administrator prior to the change. Any price increases must be approved by resolution of the Board of Education.
  - B. Supplemental Billing. District related overtime shall be included within the Contractor's pricing. However there may be occasions when a school or schools are rented to an outside entity not affiliated with the District or the District may require additional summer custodial labor. Should the Contractor be required by the District to provide coverage outside of regularly scheduled coverage for school and non-school district-related events as well as additional summer labor and if approved by the District the Contractor may supplemental bill the District for that coverage. The District may also direct the Contractor to direct bill for these services to an outside entity not affiliated with the District. The billing shall be based upon the wage rates, benefit percentages (if applicable), payroll taxes percentages and management fee percentage as detailed in Proposal Form A Pricing. If the wage rate paid are less than the contractual average as stated on Proposal Form A Pricing, then the Contractor will base the supplemental bill on the actual wages and the benefit percentages (if applicable), payroll taxes percentages and management fee percentage as detailed in Proposal Form A Pricing. No other mark ups shall be allowed. No bill for supplemental services shall be approved unless the services are authorized in advance by the District.
11. Insurance. Insurance coverage and indemnification of the District shall be as required by the RFP at Section II paragraph J. Notwithstanding the foregoing, if any term of this provision or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this provision and the application of such term within this provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term of this provision shall be valid and enforceable to the fullest extent permitted by law.
12. Indemnification. The Contractor agrees to indemnify, save and hold harmless the Board of Education, its departments, agencies, board, officers, officials, agents, servants, administrators and employees, indemnified parties



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

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

To District: Englewood Board of Education  
Attn: Cheryl Balletto,  
Business Administrator/Board Secretary  
274 Knickerbocker Rd  
Englewood, NJ 07631

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

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

- 14. Contract Termination

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

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

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

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

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

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

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

17. Anti-Discrimination (N.J.S.A. 10:2-1) requires the following provisions to be included in each contract:
- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
  - B. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
  - C. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
  - D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.
18. New Jersey Business Registration Certificate and Use Tax Requirements. (PL 2004, c.57)  
 The Contractor has attached to this Agreement a copy of the Contractor's New Jersey Business Registration Certificate (BRC). The Contractor shall maintain and submit to the District a list of subcontractors (if any) and their addresses, which shall be updated from time to time, as needed, during the course of this Agreement. Before final payment under this Agreement is made by the District, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.
- For the term of this Agreement, the Contractor and each of its affiliates, and any subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g) (3)), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, under the terms of this Agreement.
- NOTE: A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.
19. Harassment, Intimidation and Bullying. Pursuant to N.J.S.A. 18A:37-13 et seq., all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and its employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.
- Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and its employees a copy of the District's anti-bullying policy and information regarding the policy.

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

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

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

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

ENGLEWOOD BOARD OF EDUCATION  
Attest:

XYZ, INC  
Attest:

By: \_\_\_\_\_  
Cheryl Balletto  
Business Administrator

By: \_\_\_\_\_  
?  
President

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

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

**Attachment A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibits**

**Section 3**

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: \_\_\_\_\_

<b>PROPOSAL FORM A – PRICING</b>				
Description	Details		Percent	Total Charges
Custodial	Charge for Employee Wages			
	Charge for Health Care Benefits			
	Charge for Other Fringe Benefits			
	Charge for Payroll Taxes			
No. of FTEs (1 FTE=2080 Hours per Year) -		FTEs		
Avg. Hourly Wage Rate -		Excl. Benefits & Taxes		
Custodial Overtime	Charge for Employee Wages			
	Charge for Payroll Taxes			
	1,260	Annual Hours		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes		
Custodial - Leads	Charge for Employee Wages			
	Charge for Health Care Benefits			
	Charge for Other Fringe Benefits			
	Charge for Payroll Taxes			
No. of FTEs (1 FTE=2080 Hours per Year) -		FTEs		
Avg. Hourly Wage Rate -		Excl. Benefits & Taxes		
Custodial Lead Overtime	Charge for Employee Wages			
	Charge for Payroll Taxes			
	300	Annual Hours		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes		
Courier	Charge for Employee Wages			
	Charge for Health Care Benefits			
	Charge for Other Fringe Benefits			
	Charge for Payroll Taxes			
No. of FTEs (1 FTE=2080 Hours per Year) -		FTEs		
Avg. Hourly Wage Rate -		Excl. Benefits & Taxes		
General Manager	Charge for Employee Wages			
	Charge for Health Care Benefits			
	Charge for Other Fringe Benefits			
	Charge for Payroll Taxes			
No. of FTEs (1 FTE=2080 Hours per Year) -		FTEs		
Avg. Hourly Wage Rate -		Excl. Benefits & Taxes		
<b>Contractor Start Up Charges – attach detail breakdown</b>				
Years total amount amortized over:	5	<i>Input Total Start Up Charges Amount</i>		
<b>Contractor Equipment Budget/Pool</b>				
Years total amount amortized over:	5	<i>Total Equip. Budget Pool Amount</i>		
Contractor Charge for Computerized Quality Assurance System				
Contractor Charge for Office and or Warehouse Rent				
Contractor Charge for Required Office Equipment				
Contractor Charge for Supplies and On-Going Operating Costs				
Contractor Management Fee				
District Charge for Contract Monitoring				
<b>TOTAL CONTRACT CHARGE March1, 2019-June 30, 2019</b>				
<b>Increase for 2019-2020 - Input Dollar Amount</b>				
<b>TOTAL CONTRACT CHARGE YEAR TWO</b>				
<b>Increase for 2020-2021 - Input Dollar Amount</b>				
<b>TOTAL CONTRACT CHARGE YEAR THREE</b>				
<b>Increase for 2021-2022 - Input Dollar Amount</b>				
<b>TOTAL CONTRACT CHARGE YEAR FOUR</b>				

<b>PROPOSAL FORM A – PRICING</b>		
<b>Description</b>	<b>Details</b>	
<b>Increase for 2022-2023 - Input Dollar Amount</b>		
<b>TOTAL CONTRACT CHARGE YEAR FIVE</b>		
<b>TOTAL CONTRACT CHARGE FOR FIVE YEARS</b>		
The Contract Charge will be fixed for the four year and four month year contract term.		
We, the undersigned company, certify that we have read and fully understand the attached Request for Proposals including any addendums issued, we have been offered to visit all sites and facilities covered by the scope of work, and our company meets all of the requirements specified.		
Authorized Signature	Address	
Typed Name and Title	Phone Number	
Company Name	Date	

<b>Proposal Form A1</b> <b>Employee &amp; Employer Health Care Cost Breakdown</b> <b>with Estimated Number of Staff Taking Coverage</b>						
Proposers are to detail what the employee contribution dollars are annually as well as the employer cost of the benefit. Proposers must also detail how many employees (including management and administrative) they estimate shall take the coverage. (The Total Annual Employer Cost must tie into Proposers pricing on form A)						
	HMO			PPO		
	Cost per Employee	%	# of Staff Taking Benefits	Cost per Employee	%	# of Staff Taking Benefits
<b>Single</b>						
Employee Annual Cost						
Employer Annual Cost						
Total Cost of Coverage						
<b>Single</b>						
Employee Annual Cost						
Employer Annual Cost						
Total Cost of Coverage						
<b>Single</b>						
Employee Annual Cost						
Employer Annual Cost						
Total Cost of Coverage						
<b>Single</b>						
Employee Annual Cost						
Employer Annual Cost						
Total Cost of Coverage						



<b>Proposal Form A2</b> <b>Fringe Benefits Provided by the Proposer for Its Staff</b>			
The Proposer is to fill dollar/number in where the blue font is used. If not providing please insert Not Provided. Failure to meet/provide all the requirements of this form shall cause the Proposer's proposal to be deemed non-responsive and thereby not a responsive proposal.			
Benefit	Details		
	HMO	PPO	
		In Network	Out of Network
<b>Medical</b>			
Calendar Year Deductible			
Individual			
Family			
Annual Out of Pocket Maximum			
Individual			
Family			
Primary Care Physician			
Office Visits			
Emergency Room Co-pay per visit			
Inpatient Hospitalization			
% Covered after			
Out Patient Hospital			
Deductible			
% Covered after			
Lifetime Maximum Benefit			
Prescription Drugs			
Generic Co-Pay			
Formulary Co-Pay			
Non Formulary brand Co-Pay			
<b>Dental</b>			
Coverage (Single or Family)			-
% Funded by Proposer			
% Coverage for preventative care			
% Coverage for basic services both in and out of network			
Policy amount at no cost to employee			
Proposer match %			
Up to % of employee contribution			
Hours of service for eligibility			
<b>Mental Health</b>			
Inpatient		In Network	Out of Network
% Covered after deductible			
Outpatient		In Network	Out of Network
\$ per visit			
% Covered after deductible			

<b>Proposal Form A2 (continued)</b> <b>Fringe Benefits Provided by the Proposer for Its Staff</b>			
<b>Substance Abuse</b>			
Inpatient	<b>In Network</b>	<b>Out of Network</b>	
% Covered after deductible			
Outpatient	<b>In Network</b>	<b>Out of Network</b>	
\$ per visit			
% Covered after deductible			
<b>Vision Care</b>			
	<b>In Network</b>	<b>Out of Network</b>	
Employee cost			
Exam			
Lens			
Frames			
Contacts			
Waiting period (months)			
<b>Educational Assistance</b>			
With prior approval, reimbursement up to			
Average or better that must be achieved			
<b>Total Number of Paid Holidays</b>			
Please list all paid holidays separated by commas	-		
<b>Detail All Paid Time Off for All Employees</b>			
<b>Paid Time Off</b>	<b>Vacation</b>	<b>Sick</b>	<b>Personal</b>
Beginning in Year 1			
Accrue on a monthly basis? (Yes or No)			
Start of Year 2 through Year 5			
Start of Year 6 and beyond			
Carry Over? (Yes or No)			





**Proposal Form D**  
**Proposal Requirements**

*To be considered responsive the Proposer must meet the following requirements and note, in each box, on what page and paragraph number in its response that this requirement is met. Not doing so may cause the proposal to be non-responsive.*

<b><i>Requirement</i></b>	<b><i>Page &amp; Paragraph No. in Proposal</i></b>
<p>1. Proposal Response Format: The Proposer will use the following format in its proposal response and will number all pages of its response. Failure to use the following format may disqualify the proposal, or result in a reduced evaluation score.</p> <ul style="list-style-type: none"> <li>• <b>Section 1- Required Documents, Proposer Charges and Financials:</b> All the required proposal forms, proposal guarantee, financial statements, etc. Provide management candidates resumes, certifications and qualifications as well as detail of all charges and any other pertinent financial information.</li> <li>• <b>Section 2 - Executive Summary Section:</b> Provide an overview/summary as to how and why your company is responsive to this RFP pursuant to Paragraph B-Procurement Method.</li> <li>• <b>Section 3 - Company Details and References:</b> Detail the information request pursuant to Paragraph S-Proposer Qualifications, Requirements for Being Responsive, and Performance Investigations. Describe any pertinent information concerning your company. The Proposer must presently be providing custodial and management type services. Defined as having management acting in a purely supervisory capacity, management and custodial staff on its payroll both dedicated to and working full time on site at the school district. The Proposer must be providing these services to at least ten educational institutions of which at least five must be public school districts. One of the public school districts served must be of similar size (in number of schools or total square footage) or larger than the Englewood School District. List these school districts on Proposal Form E. Failure to provide the aforementioned list of public school districts on Proposal Form E and the detail required shall cause the proposal to be non-responsive.</li> <li>• <b>Section 4 – Staffing, Wages and Benefits:</b> Provide the following information that meets the requirements contained in this RFP. <ul style="list-style-type: none"> <li>• Detail the number of employees (hourly, clerical and management that your company is recommending including, wages for each position, staffing by building, shift, days worked and position.</li> <li>• Provide an organization chart detailing building, position titles, shift and days worked. Also detail benefits provided including percent of employee contribution, level of benefits offered (PPO, HMO, life insurance, paid time off, tuition reimbursement, dental, etc.)</li> <li>• Describe how you will recruit and hire the staff you provide and the timeframe in which it will accomplished.</li> </ul> </li> <li>• <b>Section 5 - Program Elements:</b> 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 RFP. Provide organization charts of your support organization for the contract. Not doing so may cause the proposal to be non-responsive and could be cause for disqualification.</li> <li>• <b>Section 6 – Start Up/Transition Plan:</b> Submit a detailed plan by which your company shall transition from the present operation to your operations pursuant to Paragraph R-Start Up/Transition Plan.</li> </ul>	
2. 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.	
3. Provide organizational charts showing the management personnel who are proposed to support the on-site program and an organizational chart of proposed custodial personnel.	
4. Provide evidence and detailed information demonstrating that the Proposer has, can and will provide the management systems, programs, and procedures that meet the requirements of this RFP in the following areas:	
a. Management	
b. HR	
c. Custodial	
5. Provide evidence and detailed information regarding how the Proposer will improve the appearance of all buildings and grounds, and how the Proposer will create and maintain a cleaner and safer environment for students and employees.	
6. Provide evidence and detailed information regarding of the following:	
a. Planning	
b. Management Systems	
c. Task Schedules	

**Proposal Form D**  
**Proposal Requirements**

*To be considered responsive the Proposer must meet the following requirements and note, in each box, on what page and paragraph number in its response that this requirement is met. Not doing so may cause the proposal to be non-responsive.*

<b>Requirement</b>	<b>Page &amp; Paragraph No. in Proposal</b>
d. Technologies	
e. Processes	
f. Training	
g. Inventory Controls	
7. Provide evidence and details of a start-up/transition plan. Include the following: a. Provide evidence and a detailed plan showing how the Proposer will achieve the required level of staffing prior to the start of the contract. b. How will the Proposer provide a fire extinguisher serviceability and control? c. Provide evidence and a detailed plan illustrating how the Proposer will ensure that all the initial staff will have TB test, state background clearance approval archivable to the District on or before June 15, 2017 d. Provide evidence and a detailed plan illustrating how the Proposer will ensure that the required number of staff will meet the Black Seal Licensing Requirements.	
8. Provide evidence and detailed information regarding the Proposer’s system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth.	
9. How will the Proposer recruit and maintain a stable workforce?	
10. Provide a statement that the Proposer will comply with all Board of Education policies.	
11. Provide evidence that the Proposer has and will provide the Insurance Requirements contained in this RFP. The types of insurance required will include: a. Liability Insurance b. Worker’s Compensation c. Employee Health Insurance & Fringe Benefits d. Automobile Liability	
12. Provide evidence and detailed information regarding how the Proposer will comply with OSHA, IPM, and Hazardous Communication Act Regulations including Right to Know/Understand regulations.	
13. Provide evidence that the Proposer will provide safety, personal protection, and supplemental equipment required.	
14. Provide evidence that the office space to the Proposer is adequate. If not, provide evidence that any additional space required for office, office furniture or equipment for the Proposer’s on site operations will be provided by the Proposer and included in the Total Contract Price.	
15. Provide a description the computerized custodial quality assurance system the Proposer is proposing.	
16. Provide evidence that the Proposer is presently providing custodial and management services (defined as having management acting in a purely supervisory capacity and custodial staff on the Proposer’s payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which at least five must be public school districts. One of the public school districts served must be of similar size or larger than the Englewood School District.	
17. Provide evidence that the Proposer has a positive record of at least ten years of successful management experience in the performance of providing custodial and management services to school districts.	
18. Provide evidence and detailed information regarding any contracts to which the Proposer has been a party, which were 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 Proposer’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 Proposer’s position on the matter. Please indicate if the Proposer has experienced no such termination for default in the past five (5) years.	
19. Provide evidence and detailed information regarding any contracts to which the Proposer was a party and which have ended, any contracts terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non-renewals or terminations, including the name, address and telephone number of the former client.	
20. Submit the resume/summary of qualifications of the proposed on-site managers/supervisors The proposed on-site Supervisors/managers should meet and/or exceed the following qualifications/skill level and provide evidence of same: On-site Managers: a. Should have at least two years’ experience in supervising a comparable sized public school district. b. Should have four years’ experience in the custodial supervisory.	

**Proposal Form D**  
**Proposal Requirements**

*To be considered responsive the Proposer must meet the following requirements and note, in each box, on what page and paragraph number in its response that this requirement is met. Not doing so may cause the proposal to be non-responsive.*

<b><i>Requirement</i></b>	<b><i>Page &amp; Paragraph No. in Proposal</i></b>
<ul style="list-style-type: none"> <li>c. Must have a high school diploma or GED equivalent diploma.</li> <li>d. Must be in the process or have a Black Seal License by 7-1-2017.</li> <li>e. Must be fluent in English.</li> </ul>	
21. Provide a detailed plan outlining how the Proposer intends to meld together with the District’s staff to provide a well-run and seamless operation. The plan must:	
<ul style="list-style-type: none"> <li>a. Specify what steps the Proposer will take to establish good communications between Business Administrator, Director of Facilities and the Proposer’s staff.</li> </ul>	
<ul style="list-style-type: none"> <li>b. Specify how the Proposer’s management will interface with the Business Administrator and Director of Facilities.</li> </ul>	
<ul style="list-style-type: none"> <li>c. Specify how the Proposer will flex its staff hours to assist for snow removal.</li> </ul>	
22. Provide evidence and detailed information outlining how the Proposer will control the cost of labor and materials, support energy conservation measures and maintain continuous availability of trained and experienced supervisors and technical support.	
23. Provide evidence and detailed information regarding how the Proposer will provide the technical expertise and support for various custodial operations and to support the on-site staff as detailed in the scope of work and services.	
24. Provide evidence of nature and scope of human resources management that will be available for the custodial staff.	
25. Provide evidence and detailed information regarding how the Proposer will manage resources with strict attention to fiscal responsibility, including the following controls with provision and implementation of written policies and procedures for the departments such as 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.	
26. Provide evidence and detailed information regarding how the Proposer 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.	
27. Provide evidence and detailed information regarding how the Proposer will provide training to the staff on the use of the following:	
<ul style="list-style-type: none"> <li>a. Alarm systems and signals.</li> </ul>	
<ul style="list-style-type: none"> <li>b. Fire suppression equipment and methods of fire containment measures.</li> </ul>	
<ul style="list-style-type: none"> <li>c. Written procedures/instructions and their responsibilities to the custodial staff for a. and b.</li> </ul>	
<ul style="list-style-type: none"> <li>d. Written procedures/instructions and their responsibilities to the custodial staff for in case of emergency, other threats or explosions.</li> </ul>	
28. Provide evidence and detailed information regarding how the Proposer's on-site supervisors will support the District by providing a safely maintained and secure facility.	
29. Provide detailed information how the Proposer will provide the following:	
<ul style="list-style-type: none"> <li>a. How will new employees be given orientation, in-service and developmental training.</li> </ul>	
<ul style="list-style-type: none"> <li>b. Self-study training materials in subject matter applicable to appropriate occupational categories, qualifications and experience for its staff covering custodial skills.</li> </ul>	
<ul style="list-style-type: none"> <li>c. How will the Proposer communicate mission, training to employees</li> </ul>	
<ul style="list-style-type: none"> <li>d. All required training including, but not limited to OSHA, IPM, AHERA, Blood borne Pathogens and Hazardous Communication Act, confined space, Anti-bullying etc.</li> </ul>	
<ul style="list-style-type: none"> <li>e. How will the Proposer encourage and facilitate the well-being and development of Proposer’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:</li> </ul>	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>i. Custodial</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>ii. Supervisors</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>f. Provide all direction and supervision for its employees.</li> </ul>	
<ul style="list-style-type: none"> <li>g. How will task schedules be written?</li> </ul>	
<ul style="list-style-type: none"> <li>h. Provide a written organizational summary for onsite organization’s responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships.</li> </ul>	

**Proposal Form D**  
**Proposal Requirements**

*To be considered responsive the Proposer must meet the following requirements and note, in each box, on what page and paragraph number in its response that this requirement is met. Not doing so may cause the proposal to be non-responsive.*

<b><i>Requirement</i></b>	<b><i>Page &amp; Paragraph No. in Proposal</i></b>
i. Provide job descriptions for each member of the custodial organization.	
30. Provide evidence and detailed information outlining how the Proposer will provide training for all Proposer employees on the operation and care of the custodial equipment provided by the Proposer and the District.	
31. Provide examples of written monthly report of custodial activities and objectives which will be provided to the district’s facilities director.	
32. Provide evidence and detailed information outlining how and when the Proposer will provide written plans to the District for project cleaning.	
33. Provide landscape Manager	
34. Provide evidence and detailed information outlining how the Proposer 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.	
35. Provide evidence and detailed information outlining how the Proposer will provide an emergency storm response plan.	
36. Provide a completed Proposal Form A – Pricing	
37. Provide a completed Proposal Form A1 – Employee & Employer Health Care Cost Breakdown	
38. Provide a completed Proposal Form A2 - Fringe Benefits Provided	
39. Provide a completed Proposal Form B – Proposed Staffing	
40. Provide a completed Proposal Form C – Equipment & Vehicles Needed Recommended by Proposer	
41. Provide a completed Proposal Form D – Proposal Requirements	
42. Provide a completed Proposal Form E – List of Ten Educational Institutions Served	
43. Provide a completed Proposal Form F - Proposer’s Litigation Certification	
44. Provide a completed Proposal Form G – Non-Collusion Affidavit	
45. Provide a completed Proposal Form H - Stockholder Disclosure Certification	
46. Provide a completed Proposal Form I – Required Licensing	
47. Provide a completed Proposal Form J- Certification of Affirmative Action	
48. Provide a completed Proposal Form K Americans With Disabilities Act Of 1990	
49. Provide a completed Proposal Form L- Staffing, Wages, Overtime, And Fringe Benefits for Proposer’s Staff Certification & Affidavit.	
50. Provide a completed Proposal Form M- Debarment/Suspension Certification.	
51. Provide a completed Proposal Form N- Disclosure of Investment Activities in Iran	
52. Provide a copy of NJ Public Works Proposer Registration Certificate.	
53. Provide a copy of the Proposers New Jersey Business Registration Certificate	
54. Has the Proposer submitted any exceptions to anything contained in this RFP? If yes provide a copy of Attachment B which was submitted prior to the question period ending.	
55. Is the Proposer sub-contracting any part of this contract?	



**Proposal Form E List of Ten Educational Institutions Served**

*Provide evidence the Proposer is presently providing custodial and management services (defined as having management acting in a purely supervisory capacity and custodial staff on Proposers payroll dedicated to and working full time on site at the school district) to at least ten educational institutions of which, at least, five must be public school districts. One of the public school districts served must be of similar size or larger than Englewood District. Failure to provide the aforementioned list of public school districts on this form and the detail required may cause the Proposer’s proposal to be non-responsive and non-conforming.*

Name of Educational Institution		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Total Square Footage:	
Date Services Began:	Number of Schools:	
Staff on Proposer Payroll (Y or N):	Number of Students:	
Services (List all that apply)	Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Total Square Footage:	
Date Services Began:	Number of Schools:	
Staff on Proposer Payroll (Y or N):	Number of Students:	
Services (List all that apply)	Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Total Square Footage:	
Date Services Began:	Number of Schools:	
Staff on Proposer Payroll (Y or N):	Number of Students:	
Services (List all that apply)	Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Total Square Footage:	
Date Services Began:	Number of Schools:	
Staff on Proposer Payroll (Y or N):	Number of Students:	
Services (List all that apply)	Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Total Square Footage:	
Date Services Began:	Number of Schools:	
Staff on Proposer Payroll (Y or N):	Number of Students:	
Services (List all that apply)	Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Total Square Footage:	
Date Services Began:	Number of Schools:	
Staff on Proposer Payroll (Y or N):	Number of Students:	
Services (List all that apply)	Mgr. Dedicated On-Site (Y or N):	

**Proposal Form E** *(continued)*  
**List of Ten Educational Institutions Served.**

Name of Educational Institution			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Total Square Footage:	
Date Services Began:		Number of Schools:	
Staff on Proposer Payroll (Y or N):		Number of Students:	
Services <i>(List all that apply)</i>		Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Total Square Footage:	
Date Services Began:		Number of Schools:	
Staff on Proposer Payroll (Y or N):		Number of Students:	
Services <i>(List all that apply)</i>		Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Total Square Footage:	
Date Services Began:		Number of Schools:	
Staff on Proposer Payroll (Y or N):		Number of Students:	
Services <i>(List all that apply)</i>		Mgr. Dedicated On-Site (Y or N):	
Name of Educational Institution			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Total Square Footage:	
Date Services Began:		Number of Schools:	
Staff on Proposer Payroll (Y or N):		Number of Students:	
Services <i>(List all that apply)</i>		Mgr. Dedicated On-Site (Y or N):	

**Proposal Form F – Litigation Certification**

The Proposer must provide the following certification. Any Proposer that omits any requested information or does not comply with this is subject to having its proposal deemed not responsive and thereby disqualified.

- A. The Contactor must provide certification that there is no litigation that would jeopardize the financial condition of the Proposer or its ability to meet the terms of this proposal. The Proposer shall provide general information from its legal sources regarding litigation and public information regarding final judgments against the Proposer in the past the (3) years.

Judgment In Favor Of	Amount	Check One		Reason for Litigation
		Settled	Pending	

- B. Provide a complete listing of any litigation which was instituted by the Proposer between former, current or prospective clients and the Proposer, for the last three (3) years or instituted by the former, current or prospective clients. Include a complete listing of any litigation between any local/state/federal agency and the Proposer (litigation that relates to operations of publicly funded programs). Please include the names of the Local/State/Federal agency, the location (City, State), a description of the situation, and the outcome.

Judgment In Favor Of	Name of Party Sued	Check One		Reason for Litigation
		Settled	Pending	

The undersigned Proposer certifies that he/she attests that all litigation information required by this Request for Proposal has been met and the undersigned Proposer further understands that his/her proposal shall be rejected as non-responsive if such information is not accurate or information has been omitted.

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Proposal Form G**  
**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 \_\_\_\_\_ 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 Proposer making the proposal for the goods, services or public work specified under Englewood Board of Education RFP for : Custodial and Management landscape Services Contract, and that I executed the said proposal with full authority so to do; that said Proposer has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above indicated RFP, and that all statements contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that the Board of Education 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20

**Proposal Form H - STOCKHOLDER DISCLOSURE CERTIFICATION**

The proposal or accompanying the proposal of said corporation or partnership, a disclosure statement is provided. Proposers will submit a statement setting forth the names and addresses of all stockholders or partners in the corporation or partnership who own a ten (10%) percent or greater interest therein. *If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.*

**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, partner or business entity 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, Partners or Business Entities:

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 _____, 2017.	_____ (Affiant)
(Notary Public) _____	_____ (Print name & title of affiant)
My Commission expires: _____	_____ (Corporate Seal)

## **Proposal Form I** **Required Licensing**

**Required Proposers License Evidence**

A. Indicate below your compliance with New Jersey Black Seal regulations and the NJ Public Works Contractor Registration regulations. By signing below the Proposer agrees that they shall supply the required of Black Seal licensed staff and the NJ Public Works Contractor Registration Certificate as specified in this Request for Proposals. 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, \_\_\_\_\_ shall provide the required Black Seal licensed staff.  
(Name of Company)

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

**2. NJ Public Works Contractor Registration Certificate**

Yes, \_\_\_\_\_ has provided the required NJ Public Works Contractor Registration Certificate.  
(Name of Company)

No, \_\_\_\_\_ cannot provide the required NJ Public Works Contractor Registration Certificate.  
(Name of Company)

Witness:

\_\_\_\_\_

Signature

\_\_\_\_\_

Authorized Signature and Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**Proposal Form J (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 SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal Form J - Certification of Affirmative Action**  
**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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: \_\_\_\_\_



**Proposal Form K**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Englewood 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

**Proposal Form L**

**Staffing, Wages, Overtime, Paid Time Off,  
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 \_\_\_\_\_ 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

the Proposer making the proposal for the goods, services or public work specified under Englewood Board of Education RFP for Custodial and Management Services Contract, and that I have executed the said proposal with full authority so to do; that said Proposer, if selected, will fully comply, with the staffing, wages, overtime, paid time off and fringe benefits as detailed in Proposal Forms A, A1, A2, & C. All statements contained in this affidavit are true and correct, and made with the full knowledge that the Englewood Board of Education relies upon the trust of the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I, on behalf of the Proposer further agrees to provide all certified payrolls and documentation to verify wages, payroll and fringe benefits to the District.

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

\_\_\_\_\_  
Authorized Signature & Title

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20

**Proposal Form M**  
**Debarment/Suspension Certification**

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**Certification Regarding Debarment, Suspension, Ineligibility**

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- (1) The Proposer hereby certifies that neither it nor its principals is presently listed as debarred, suspended, proposed for debarment, declared ineligible, or disqualified by the New Jersey Department of the Treasury, the federal government or any state or federal agency and that the Proposer , if selected, will immediately notify the District in writing in the event the Proposer or any subcontractor appears on any of the lists mentioned above.
  
- (2) Where the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this proposal.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**Proposal Form N**  
**Disclosure of Investment Activities in Iran**

**Contractor:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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***PART 2: Please Provide Further Information Related To Investment Activities In Iran***

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

Name: _____ Relationship to Contractor: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Contractor Contact Name: _____ Phone Number: _____

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

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment A

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

- individuals with an “interest:” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- Any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee. 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)]

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.

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 or a content-consistent facsimile may be used as the Contractor’s submission and is disclosable 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.”





## Attachment C

### **New Jersey Business Registration Requirements (Informational)**

#### **New Jersey Business Registration Requirements\***

The Proposer will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Proposer. Before final payment on the contract is made by the contracting agency, the Proposer 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 Proposer 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 online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://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](http://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.
- *\*Proof of Business Registration must be submitted prior to the time of award*



## Custodial/Driver Activities

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

- a. Shall sort the interoffice mail and make a mail delivery to each building and the U.S. Post Office once a day.
  - b. Operates contractor owned vehicles truck or van to run errands, pick up or deliver material, books, supplies, furniture, mail or trash.
  - c. Loads and unloads truck or van.
  - d. Follows all state or local safety inspection rules and other procedures.
  - e. Performs minor repairs on vehicles of such nature not requiring special tools or equipment. Such repairs include but are not limited to, servicing of batteries, checking oil and coolant levels, mounting spare tire in emergencies, refueling, etc.
  - f. Delivers vehicles to garage for periodic lubrication and maintenance and to New Jersey Motor Vehicle Inspection Station for required inspections.
  - g. Maintains vehicles in clean condition but not on school district time.
  - h. Shall perform custodial duties at locations as directed and as needed throughout work shift.
  - i. Shall make late afternoon (after shift) deliveries to each Board of Education member's resident each Friday and additionally as needed at no cost to the Board of Education.
  - j. Shall make Cafeteria Bank Deposit, Business Office Bank Deposits, County Superintendent's Office and other messenger assignments as needed.
- L. Administrative Specifications

DWIGHT MORROW HIGH SCHOOL  
 JANIS E. DISMUS MIDDLE SCHOOL  
 JOHN GRIECO SCHOOL  
 McCLOUD SCHOOL  
 DONALD A. QUARLES SCHOOL  
 WINTON WHITE STADIUM

The performance of this contract will include the following grounds management duties:

Provide management skilled in the operation of an effective grounds management program.

Contractor shall possess a state certifies pesticide applicator's permit (categories 3a, 3b and 6b and core).  
 Contractor shall be registered "NJ Pesticide License Business" at the time of bid.

Please note: Pesticide operations begin immediately at the award of the contract in \_\_\_\_\_20\_\_\_\_. A three month delay in the application would permit unlicensed application of pesticides until \_\_\_\_\_20\_\_\_\_\_.

Provide field support and technical backup to respond to the specific needs and concerns of the school district including athletic fields (maintaining safe and playable surfaces specific to the sport), turf, woody ornamentals (perennials and annuals), staffing, power equipment, and the outfitting of proper hand tools for the staff. The contractor must possess, the following athletic field maintenance equipment:

Overseeder  
 Aerator  
 Tractor with drag box and drag mats  
 Riding on line striper

Provide periodical surveys of operational standards for grounds management program and upgrade as needed to improve safety, efficiency and aesthetics.

Establish a cultural and operations calendar that outlines an annual program for grounds maintenance practices.

Develop and implement training programs for grounds personnel by using the following:

Audio-visual  
 Text and reference manuals  
 Professional seminars  
 On the job training

Quality control includes routine written inspections by resident manager and project manager to assure quality and safety on school grounds and safe/playable athletic fields.

The program will be designed to promote the safe and enjoyable use of recreational facilities as well as the overall attractiveness of the school district. The school district will supply trucks, seed, mulch, plant material, hoses, sprinklers, and all snow removal supplies. The contractor will utilize all existing district equipment. If a needed piece of equipment is not presently owned by the school district, the Contractor shall include it in his equipment or vehicles to be supplied as part of the contract.

The contractor will supply hand tools, fertilizer, herbicides, line paint, and any additional supplemental equipment the contractor deems necessary to perform the grounds specifications.

The following services will be performed:

The levels and frequency of turf care for each site will be established and will be based on specific site us, relative impact on overall site appearance and safety factors.

Mowing will be done at intervals so as not to remove more than one third of the grass surface. The frequency of mowing will be based on cultural practices, predetermined height, turf use, and turf genus species. When applicable, directional mowing will be used so as not to develop a grain on the turf. Mower blades will be sharpened on a regular basis to eliminate nay tearing and tattering of the leaf blade tips. Grass clippings will be left on the turf, unless they pose a health risk to the turf or become unsightly.

Core aeration will be done at least once a year on all common turfs, while athletic fields will receive a minimum of two aerations which will coincide with the associated sport.

Soil samples will be taken at the commencement of this contract to determine nutrient and pH levels. Results of soil samples will aid in determining fertility regimes and pH adjustments needed to grow vegetation. Expense for the sample analysis and all materials needed to restore nutrient levels will be that of the school district and will be included in the yearly budget. Application will take place in the appropriate season with a frequency that will be determined on turf use and desired results.

Seeding or sodding in established turf areas will be performed on damaged areas once the casual agent of demise is determined. Genus species of turf best suitable to the climate zone, use of the turf areas, and available light will be used. Athletic fields reconditioning or maintenance will be timed in accordance with the use of the field. Clet seeding during the season may be required on the football and soccer fields and areas of heavy trafficking. Materials and equipment to complete repairs will be supplied by the school district. If a needed piece of equipment is not presently owned by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract.

Irrigation will be performed on any area in which equipment and water is available. Areas will be prioritized to ensure that the heavily used fields are integrated first. Frequency will be base on cultural practices, use, and climatic conditions. A supply of water and equipment for application will be supplied by the school district. If a needed piece of equipment is not presently owned by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract.

Pest management: No pesticide will be applied without the proper procedures of identifying the target pest, reading of labels, and MSDS sheets, and the following of all local, state and federal regulations. The applicator must have had a valid pesticide applicator license in the jurisdiction before applying pesticides or herbicides. Materials for weed control will be supplied by the contractor.

Weeds: Control of non-desirable vegetation will be controlled with the use of pre-emergent and post-emergent herbicides or combination of both. This includes turf areas ornamental plant beds, sidewalks, parking lots, and along fences.

Insects: Control of insect population will be managed at an acceptable threshold by the use of biological (environmentally friendly) methods, and chemical insecticides when necessary.

Diseases: Control of diseases will be treated once identified as a curative versus preventive disease.

Field lining and sports setup will be done to properly prepare the athletic field for interscholastic activities. Frequency will be based on field use. Equipment for properly lining athletic fields will be provided by the district. Line paint to be provided by contractor. If a needed piece of equipment is not presently owned by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract.

Bare earth maintenance on track and field areas will be maintained as needed to keep up a desirable condition for use. Supplies and equipment will be supplied by the school district. If a needed piece of equipment is not presently owned

by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract.

Playground equipment will be inspected monthly and repaired as needed during the year. Supplies and parts for repairs will be supplied by the school district and included in the department's annual operating budget.

Ornamental shrubbery will be pruned or sheared according to design intent and growth habit, and performed in a timely manner which is conducive to the plan. Rejuvenation pruning may be required and will be done when advantageous to the plant. Any tree limbs which are a safety threat, dead, diseased, damaged, or in need of corrective pruning within 15 feet of ground level will be done by in-house staff. Appropriate equipment and disposable sites will be supplied by the school district. If a needed piece of equipment is not presently owned by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract.

Ornamental beds and trees will be mulched, have a defined edge and be free of leaves prior to mulch, see above for proper weed control. Mulch will not exceed a depth of two inches. Materials and equipment necessary to bed maintenance will be supplied by the school district. If a needed piece of equipment is not presently owned by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract.

The contractor will provide the labor and equipment for snow removal as is currently being provided. All equipment and supplies for snow removal will be provided by the successful contractor. If a needed piece of equipment is not presently owned by the school district the contractor shall include it in the equipment or vehicle to be supplied as part of the contract. Snow plows/heavy duty/equipment to be provided by the successful contractor.

Setup and take down all material and equipment for all district activities and functions (graduations, picnics, etc.) and for all community activities and functions.

Special sections for the athletic fields (lining, etc.) reporting to Athletic Director and assurance that fields will meet approval of the umpires, etc.

No lawn work can be performed during school hours at any of the school locations without permission from the facilities dept. This does not include the stadium.

## SPECIFICATION I

GROUNDS CONTRACTOR QUALIFICATIONS

Successful contractor must be a valid landscape management company that has operated in the New Jersey area for at least seven (7) years. It is the intention that all work be performed by successful contractor's in-house staff with no sub-contracting.

Successful contractor must be an active member of the Sports Turf Management Association and the American Landscape Contractor's Association.

Successful contractor must be a registered pesticide applicator business with in-house staff processing Pesticide Applicator License categories 3A, 3b and 6b.

Successful contractor must provide references from at least five (5) educational facilities that they currently maintain in good standing and at least two (2) facilities that are equal in size and scope to Englewood.

-

LUMP SUM SNOW REMOVAL PRICING

The snow season shall be approximately November 15 to April 15<sup>th</sup>.

ICE CONTROL

Contractors will have a minimum of one (1) truck with spreader and operator and a one (1) cu. yd. Loader and operator on call whenever temperatures fall below 32° and wet conditions are present so they may react immediately to icy conditions on the roads, parking lots and walkways. Site needs to be inspected each day between the hours of 5 am and 7 am.

SNOW REMOVAL OPERATIONS

Contractors will deploy personnel and equipment as necessary to keep all roadways, parking areas and walkways clear and passable throughout the entire duration of the storm. All snow plows will be removed by use of rubber tire loaders and/or dump trucks. Snow must be loaded off as soon as possible.

SNOW REMOVAL MANAGER

Contractor must have one person on duty throughout the snow season to schedule snow removal operations so that it will not be necessary for the Board of Education to "call in" snow removal operators. The intentions is to have thorough, complete and timely snow removal operations without Board intervention.

Attachments

SNOW REMOVAL PER INCH QUOTATION

DE-ICING – Labor ONLY – hourly rate \_\_\_\_\_

1-4” \_\_\_\_\_

4-8” \_\_\_\_\_

8-12” \_\_\_\_\_

12-15” \_\_\_\_\_

16” \_\_\_\_\_

SNOW REMOVAL TIME & MATERIAL RATES

<b>EQUIPMENT</b>	<b>HOURLY RATE</b>
<b>LOADERS:</b>	
½ YARD	
<b>1 YARD</b>	
<b>2 YARD</b>	
<b>3 YARD</b>	
<b>7 YARD</b>	
<b>SKID</b>	
<b>PLOWS:</b>	<b>HOURLY RATE</b>
7-8 FOOT	
9-10 FOOT	
<b>11 FOOT</b>	
<b>12 FOOT</b>	
<b>DOZER:</b>	
<b>DUMP TRUCKS:</b>	HOURLY RATE
<b>5 YARD</b>	
<b>TANDEM</b>	
<b>SIDEWALK EQUIPMENT:</b>	<b>HOURLY RATE</b>
<b>SNOW BLOWER</b>	
<b>TRACTOR W/PLOW</b>	
<b>TRACTOR W/ BRUSH</b>	
<b>PERSONNEL:</b>	<b>HOURLY RATE</b>
<b>LABOR/SHOVELING</b>	
<b>FOREMAN</b>	
<b>SUPERVISOR</b>	
MATERIAL WITHOUT LABOR	<b>RATE (AS LISTED)</b>

<b>COURSE SAND:</b>	
PER TON	
PER 80 LB. BAG	
<b>ROCK SALT:</b>	
PER TON	
PER 50 LB. BAG	
<b>EQUIPMENT USED W/MATERIAL</b>	<b>HOURLY RATE</b>
PICKUP W/BED SPREADER	
REMOTE CONTR 6-8 YD SANDER	

SNOW REMOVAL TIME & MATERIAL RATES