

REQUEST FOR PROPOSALS FOR CUSTODIAL AND MANAGEMENT SERVICES

May 3, 2024

NOTICE is hereby given that the Somerset County Vocational Board of Education is accepting sealed Proposals accordance with N.J.S.A.18A:18A-4.1, *et seq.*, for Custodial and Management Services contract until **11:00 a.m. on May 22, 2024**. Proposals shall be submitted on the required forms, in a sealed envelope labeled **Custodial and Management Services Contract** and delivered to the Office of the Business Administrator as provided below:

Somerset County Vocational Board Board of Education
Attn: Raelene Sipple, Business Administrator
14 Vogt Drive, PO Box 6350
Bridgewater, NJ 08807

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 May 8, 2024 at 11:00 a.m. at the Administration Building, 14 Vogt Drive, PO Box 6350, Bridgewater NJ 08807. Attendance is strongly recommended. No other walk-through will be permitted. Please note proposers are restricted to no more than two persons attending. 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 be offered immediately following the conclusion of the pre-proposal conference

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 May 10, 2024 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 District. To request a copy of the RFP please contact:

Name: Ms. Raelene Sipple
Address: 14 Vogt Drive, PO Box 6350
Bridgewater, NJ 08807
Telephone: (908) 526-8900 ext.7274
E-mail: rsipple@scvts.net

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

Pursuant to N.J.S.A. 52:32-44 the District recommends all proposals be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue and Enterprise Services. 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 will be awarded to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. 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.* The Somerset County Vocational Board Board of Education reserves the right to waive any minor defects and/or immaterial deviations from the requirements herein as well as the right to reject all Proposals in accordance with the Public School Contracts Law N.J.S.A. 18A:18A-22. 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 Somerset County Vocational Board Board of Education,
Somerset County, New Jersey

Raelene Sipple, Business Administrator

Table of Contents

Section 1 – General Instructions to the Proposer

Page

A.	Purpose	1
B.	Procurement Method	1
C.	Background.....	1
D.	Statements of Needs	1
E.	Goals.....	1
F.	Timeline of Events	1
G.	Acceptance of Proposals and Validity Period	2
H.	Submission of Proposals.....	2
I.	Pre-Proposal Conference and Tour.....	3
J.	Oral Presentation	3
K.	Inquiries, Questions, RFP Interpretation and Exceptions.....	3
L.	Open Competition	4
M.	Survey/Inspection of Facilities	4
N.	Recommended Staffing, Wages and Benefits	4
O.	Detailed Required Work Shifts.....	5
P.	Reporting Structure	5
Q.	Equipment provided and Equipment Budget Pool	5
R.	Start-Up Transition Plan.....	5
S.	Proposer Qualifications and Performance Investigations.....	5
T.	Evaluation of Proposals	7
U.	Contract Award	8
V.	Bonding Requirements	8
W.	Affirmative Action Certification	8
X.	Americans With Disabilities Act of 1990.....	8
Y.	Ownership Disclosure.....	8
Z.	Proof of Business Registration	9
AA.	Non-Collusion Affidavit.....	9
BB.	Political Contributions Disclosure Form	9
CC.	Made in America.....	9
DD.	Compliance with the NJ Public Works Contractor Registration Act.....	10
EE.	Prevailing Wage Act, Prevailing Wage Requirement.....	10
FF.	Record Retention.....	10
GG.	Pre-Employment Requirements for Contracted Service Providers	10
HH.	Disclosure of Investment in Iran	10
II.	Disclosure Of Investment Activities In Russia/Belarus	11

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

A.	Introduction.....	12
B.	Contractor’s Staffing, Wages, Overtime, Fringe Benefits and Other Staff Related Requirements... 12	12
C.	Organization and Reporting Relationships.....	14
D.	Current Employees.....	14
E.	Computerized Custodial Quality Assurance System.....	15
F.	Sub-Contracting.....	15
G.	Services, Equipment, Other Items Provided by the Contractor.....	15
H.	District Provided Equipment and Supplies.....	16
I.	On-Going Contract Monitoring.....	16
J.	Insurance Requirements	16
K.	Harassment, Intimidation and Bullying.....	17
L.	OSHA, AHERA, Blood Borne Pathogens, HIB, Right to Know/Understand	17
M.	New Jersey Worker and Community Right to Know/Understand Act.....	17
N.	Professional Management and Staff.....	17
O.	Custodial Resource Management	18
P.	Safety, Compliance, and Building Security.....	18
Q.	Emergency Preparedness Plan.....	19

R.	Employee Development and Direction.....	20
S.	Contractor Performance Reporting.....	20
T.	Administrative Scope of Work and Services	21
U.	Services Not Performed by the Contractor	22
V.	Custodial Scope of Work, Services and Responsibilities.....	22

Section 3 - Exhibits

A.	Exhibit 1 - Building Roster	30
B.	Exhibit 2 - Cost Responsibility Summary.....	31
C.	Exhibit 3 - Current Equipment	31
D.	Exhibit 4 - Required New Equipment.....	34
E.	Exhibit 5 - Required Work Shifts.....	35
F.	Exhibit 6 - Current Outsourced Position Roster Including Wage Rates	36
G.	Exhibit 7 - Consultant's Recommended Staffing, Wage Rates and Salaries	37
H.	Exhibit 8 - Contract.....	38

Section 4 – Proposal Forms

A.	Proposal Form A - Pricing	45
B.	Proposal Form A1 - Employee & Employer Health Care Cost Breakdown	51
C.	Proposal Form A2 - Fringe Benefits Provided by the Contractor for Its Staff.....	52
D.	Proposal Form B - Required Work Shifts and Proposed Staffing Summary	54
E.	Proposal Form C - Equipment & Vehicles Needed Recommended by the Contractor.....	55
F.	Proposal Form D - Proposer Requirements.....	56
G.	Proposal Form E - List of Five Public School Districts Served	60
H.	Proposal Form F - Litigation Certification.....	61
I.	Proposal Form G - Non-Collusion Affidavit.....	62
J.	Proposal Form H - Black Seal Certification.....	63
K.	Proposal Form I - Certification of Affirmative Action	65
L.	Proposal Form J - Americans with Disabilities Act of 1990.....	66
M.	Proposal Form K - Staffing, Wages, Overtime, and Fringe Benefits for Contractor's Staff Certification & Affidavit.....	67
N.	Proposal Form L - Debarment/Suspension Certification	68
O.	Proposal Form M - Statement of Ownership Disclosure	70
P.	Proposal Form N - Contractor's Assurance of Compliance.....	74
Q.	Proposal Form O - Disclosure of Investment Activities in Iran.....	75
R.	Proposal Form P - Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	76

Section 5 – Attachments

A.	Attachment A - Political Contribution Disclosure Form	77
B.	Attachment B - Request for Clarifications/Exceptions Form	79
C.	Attachment C - New Jersey Business Registration Requirements	80

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 Somerset County Vocational Board School District (hereafter-named District) with custodial and management services with the intent of designing and implementing an improved custodial operation for the District. Note: At times in this RFP the District is referred to as “Board,” “Board of Education,” “Somerset County Vocational Board Board of Education,” and “Somerset County Vocational Board School District.” These all represent the same entity

- A. Purpose:** The purpose and intent of this Request for Proposal (hereafter-named RFP) is to solicit sealed proposals from qualified firms, pursuant to Paragraph that provide custodial and management services.
- B. Procurement Method:** Pursuant to 18A:18A-4.1K the Somerset County Vocational Board 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. Accordingly, this procurement process is NOT a bid, but is an 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 in accordance with the evaluation criteria described herein. The Board reserves the right to waive minor immaterial informalities in a proposal. However, proposals that contain one or more material defects shall be disqualified and given no further consideration. It is the intention of the Board to award the successful proposer a five-year contract, subject to the provisions as set forth in Exhibit 8, the contract.
- C. Background:** The Somerset County Vocational Board School District is a public school district with 10 buildings on one campus housing 700 students and 160 employees. Total square footage is approximately, 225,840 square feet. The District is retaining its Director of Building and Grounds, the maintenance and grounds staff. The District outsourced its custodial operations, years ago. With the expectation of producing higher levels of service in an environment with decreasing resources, the school district foresees a 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 packages for all full-time employees.
 6. Provide the District with a qualified on-site management team.
 7. Implement systems 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	May 3, 2024
Pre-Proposal Meeting & Tour of the Schools	May 8, 2024 at 11:00 a.m.
Final Proposer Questions and or Exceptions Due	May 10, 2024
Final Answer to Proposer Questions	May 14, 2024
Proposal Responses Due/ Proposal Opening	May 22 by 11:00 a.m.
Possible Interview of Proposer’s Proposed Management Team	To Be Determined
School Board Awards Contract	To Be Determined
Proposer Employee Archivable Background Clearances & Black Seal Licenses Due	June 15, 2024 at 10:00a.m.
Proposer Starts Services	July 1, 2024

G. Acceptance of Proposals and Validity Period: The District reserves the right to reject all proposals under this RFP process in its discretion, including but not limited to the extent permitted pursuant to (N.J.S.A. 18A:18A-22 et seq.), to waive any minor immaterial informality and to award the contract to the company whose proposal is determined to be the most advantageous to the District, price and other factors considered. Submission of a Proposal shall signify the Proposer’s agreement that its proposal and all contents thereof are valid for sixty (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:** Proposals are to be labeled RFP for Custodial and Management Services. All proposals shall be submitted with one (1) complete original hard copy proposal including all required proposal forms in a sealed container along with three (3) electronic copies of the Contractor’s proposal in PDF format on three (3) USB drives. The Proposer must include all the required proposal forms from Section 4 of this RFP (Proposal Forms A through P), proposal guarantees and financial statements. Proposal Forms A through C must be submitted as both a hard copy and electronically (on a the USB drive/s as an separate Excel file only). Any tampering or alteration of any proposal form/s (both hard copy or electronic) may, result in rejection of the Proposer in accordance with applicable law. 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 or otherwise become fully familiar with 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 are 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 or otherwise become fully familiar with the site 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 properly issued addenda in accordance with N.J.S.A. 18A:18A-4.4 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 and award of proposals.
 - **Section 1- Required Documents, Contractor Charges and Financials:** All the required proposal forms, proposal guarantee, financial statements, required certifications, 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 and why award to your company would be most advantageous to the District.
 - **Section 3 - Company Details and References:** Provide and describe any pertinent information concerning your company and how it meets the rudiments as detailed in Paragraph S located on page 5, Proposer Qualifications and Performance Investigations.
 - **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.
 - **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 **May 8, 2024 at 11:00 a.m.** at the Business Office, 14 Vogt Drive, PO Box 6350, Bridgewater NJ 08807. No other walk-through will be permitted. Please note proposers are restricted to no more than two persons attending. 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 be offered immediately following the conclusion of the pre-proposal conference.
- J. **Oral Presentation:** 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 allowed pursuant to NJAC 5:34-4.3(d)(3) and will be restricted as such and are optional at the District's choice. The presentations are not to be used to change or enhance the proposal, change the terms and conditions of the contract or enter into any negotiations with regard to the RFP or 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 before or on May 10, 2024, to the Business Administrator, Raelene Sipple, and emailed to rsipple@scvts.net with a copy to Bill Gerichter at, bgerichter@edvocate.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 and its consultant Bill Gerichter at Edvocate, no less than eight (8) 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 subject to the provisions of Paragraph G, page 2 above.

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 on or before May 10, 2024, without waiver of the District's rights per Paragraph G, page 2, above.

- 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, Raelene Sipple. 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. No other tour/walk-through shall be permitted.
- N. Recommended Staffing, Wages and Benefits:** The Proposer shall recommend the number of staff (custodial, management 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.

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. Should the District decide to increase or decrease the Proposer's recommended staffing, the price of the contract will increase or decrease based upon the actual staff increase or decrease. The price for the increase or the decrease adjustment will be based upon the pricing in Proposal Form A. The District will evaluate the criteria of Staffing Viability (see Paragraph T. Evaluation of Proposals) of each proposal. All contractors shall include their pricing on Proposal Form A, the cost/s for any increase in the state minimum wage.

- 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/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 will report to the Director of Building and Grounds and the Business Administrator. 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 Buildings and Grounds.
 2. Specify how the Contractor's management shall interface with the Business Administrator and Director of Buildings and Grounds

Specify how the Contractor shall flex its staff hours to perform snow removal.

- Q. Equipment provided and Equipment Budget Pool:** The Contractor shall incorporate into its pricing an equipment budget of thirty five thousand dollars (\$35,000) which shall be charged in Proposal Form A at seven thousand dollars (\$7,000) per year. All equipment and vehicles purchased must be new and approved by the District prior to purchase. Any and all repairs must be approved by the District prior to being performed. Ownership of all equipment and vehicles purchased using this budget pool shall immediately pass to the District. Therefore, all equipment must be purchased in accordance with the Public School Contract Law (N.J.S.A. 18A:18A-1 et seq.). In the event that the contract is terminated prior to its maximum five-year term 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 pays the Contractor for the difference directly.
 - b. The District has 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 Contractor. The Contractor may utilize this equipment in its proposal and pricing. The District does not guarantee the condition of the equipment and it behooves the Contractor to verify the condition of the equipment. Should this equipment be determined, by the Contractor, to be insufficient to perform the scope of work of the RFP the Contractor must provide a recommendation specifying the equipment the District will need to purchase or charge to the thirty five thousand dollars (\$35,000) equipment budget pool. The contractor shall be responsible for maintaining any vehicles and equipment provided to it by the District in good working order. Further any damage reported or otherwise to District vehicles in particular resulting from mishaps or lack of proper recurring maintenance shall result in the contractor being subject to financial recourse by the District for any necessary repairs to repair said damages to vehicles and equipment. The District will seek the repairs and the Contractor will reimburse

- 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 September 30, 2024. 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. 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 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 five 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 Somerset County Vocational Board 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 management. The Proposer shall provide sufficient 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 7-1-2024.
 - e. Must be fluent in English.

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 of 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.

- 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:

The Criteria Used in Evaluating Proposals <i>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest</i>	Weighting Factor	Points
1. Program Price: 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.	15%	1 to 5
2. Contractor’s financial viability, strength, capability and record of performance: 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.	12%	1 to 5
3. On-Site Management: 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. At a minimum the proposed candidate must demonstrate the following: On- site Manager(s): <ul style="list-style-type: none"> • Should have at least two years’ experience in managing a comparable sized public school district. • Should have four years’ experience in the custodial management industry. • Must have a high school diploma or GED equivalent diploma. • Must be in the process of obtaining or have a Black Seal License by 7-1-2024. • Must be fluent in English. On- site Supervisor(s): <ul style="list-style-type: none"> • Should have at least one year experience in managing a comparable sized public school district. • Should have a high school diploma or GED equivalent diploma. • Must be in the process of obtaining or have a Black Seal License by 7-1-2024. • Must be fluent in English. 	25%	1 to 5
4. Staffing Viability: Considers whether proposed wages and staffing levels are sufficient to recruit and maintain a stable workforce by the proposed wage rates to the following: <ul style="list-style-type: none"> • The current outsourced average wage rates and wages as detailed in Exhibit 6 wage rates. • The Consultant’s Recommended Staffing, Wage Rates and Salaries as detailed in Exhibit 7. • 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? 	24%	1 to 5

<p style="text-align: center;">The Criteria Used in Evaluating Proposals <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;">Weighting Factor</p>	<p style="text-align: center;">Points</p>
<ul style="list-style-type: none"> • Is the number of proposed custodial, management and clerical staff sufficient to meet the Scope of Work in this RFP? • Can the Contractor meet the black seal requirement? 		
<p>5. Contractor’s Proposed Program: Are the Proposer’s program, systems, training, and procedures for custodial and management services thorough and comprehensive to meet the scope of work?</p>	10%	1 to 5
<p>6. Contractor’s Start Up/Transition Plan: 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 September 30, 2024? 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>	14%	1 to 5

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 will be awarded to single Proposer or to none at all. The 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 5:34-4.3(d)). 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 Initial Employee Information Report (Form AA 302) submitted by the Proposer to the Division 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. Ownership Disclosure: N.J.S.A. 52:25-24.2:** 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 an Ownership Disclosure Statement document shall result in rejection of the proposal.

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

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

- Z. Proof of Business Registration, Sales and Use Tax:** Pursuant to N.J.S.A. 52:32-44, the District (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the proposer, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- a) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- b) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- c) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

- 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. 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.
- DD. 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 and Workforce Development 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 Works Contractor Certificate prior to contract award.
- EE. 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 <https://www.nj.gov/labor/wageandhour/prevailing-rates/index.shtml>. 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.
- FF. Record Retention -Authority to review or contract records:**
- Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A 52:15C-14(d).
 - All covered entities shall insert the following language in any new contract:
“(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.”
- GG. Pre-Employment Requirements for Contracted Service Providers:** All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements of N.J.S.A. 18A:6-7.6 through N.J.S.A. 18A:6-7.13. Contracted service providers are to review and be familiar with the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5. See the following links for guidance and compliance procedures. <https://www.nj.gov/education/crimhist/preemployment/>. In addition, all Contractor’s must comply with, complete and submit with their proposals Proposal Form O Contractor’s Assurance of Compliance.
- HH. 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.

II. Disclosure Of Investment Activities In Russia/Belarus: Prior to the time a contract is awarded, pursuant to N.J.S.A. 52:32-60.2, the Contractor must certify that neither the Contractor, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities to the District. Failure to provide such description will result in the proposal being rendered as non-responsive, and the District will not be permitted to contract with such person or entity, and if a proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

If the Contractor certifies that it is engaged in activities prohibited by N.J.S.A. 52:32-60.2, the Contractor shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Contractor does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the District shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the District that were issued on or after the effective date of N.J.S.A. 52:32-60.2.

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 and operation of the custodial 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. Whenever the contractor requires the services of an outside vendor for goods or services relevant to its scope of work it shall do so in compliance with NJ Public School contract laws and it shall seek and provide to the District two quotes for any purchase in excess of six thousand, six hundred dollars (\$6,600).. Further the contractor shall be responsible for entering a requisition in the District's requisition software for said intended purchase. Failure to enter a requisition prior to the receipt of any goods or services shall render the contractor responsible for payment of the goods or services without recourse. 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 the 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 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 is not submitted.
2. Annual reconciliation of wages: For each school year (July 1 through June 30), 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, (at the end of each school year) 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. Any Contractor's certified payroll adjustments must be submitted to the District no later than July 20 of the school year by which the monthly Contractor certified payroll reports are submitted for. Any submission after July 20

will not be accepted/allowed. Should the Contractor provide/offer staff (FTEs) without charging for those FTEs (as reflected in differing FTE numbers on Proposal Form A and Proposal Form B), the Contractor shall not charge to or incorporate that payroll into the regular certified payroll. To provide for accountability that the Contractor will provide those FTEs without charge the contractor will provide a separate certified payroll of those FTEs provided without charge to the District.

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. When there is a change in the employee roster and staff shifts the Contractor shall provide a list of all filled and open positions (custodial, management, and administrative) on a form provided by the District - titled Employee Roster and the Work Shifts & Staffing Table. 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 and the Work Shifts & Staffing Table 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 and changes to the Work Shifts & Staffing Table as well as communicate the status of all open positions. The Employee Roster submitted by the Contractor must be accurate and completed with 24 hours of a change. If this is not done the Contractor invoice shall not be paid until it is.
5. Every two weeks 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. The Contractor shall provide/budget the following overtime hours:
 - 100 custodial overtime hours
 - 000 head/lead custodial overtime hours

At the end of each school year the unused portion of the overtime budget/hours 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. In addition, overtime may not be used for providing black seal coverage if the number of black seals falls below 80% of required black seals. The District will only pay for overtime which the District has approved or allow overtime charged to the overtime pool which allowed by state law, in that, it will pay for overtime which is given to its employee for actual hours worked in excess of 40 hours in one week. Holidays, sick or vacation time shall not count towards calculating the 40 hours worked in one week. The Overtime Log submitted by the Contractor must be accurate and completed every two weeks. If this is not done the Contractor invoice shall not be paid until it is.

6. The Contractor and its employees shall comply with and do the following:
 - a. All Contractor's staff shall be required to wear a Contractor issued Photo ID
 - b. All Contractor employees shall comply with and be trained on all rules/policies of the District.
 - c. Employees of the Contractor must be thoroughly trained, qualified, and capable of performing the work assigned to them.
 - d. For safety requirements, all Contractor employees must be able to effectively communicate with the District's staff and the public in the respective buildings by being able to read, write, speak and understand English. Day custodians must also be capable of communicating effectively both in-person as well as via email.
 - e. 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 FTEs proposed.
 - f. 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 uniforms. 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.

- g. Comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wages and hours of employment requirements.
- h. Black Seal Licensing Requirements: At least 4 custodians (2 - day and 2 - evening) and 0 head custodians of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. In addition, the proposed management must be in process of obtaining or have a Black Seal license by start of the contract. The total Black Seal licensing requirement by the start of the heating season (October 15) is 4 plus the proposed management team.
- i. Contractor's employees shall comply with District policy requiring background driver's license check and having an acceptable driving history to operate District owned vehicles.
- j. Comply with Board of Education policies, which shall be provided to the successful Contractor.
- k. All employees must have Harassment, Intimidation and Bullying (HIB) and Right to Know Training prior start employment.
- l. At least fifty percent of the staff must live within a fifty mile radius of the District
- m. **All new Contractor employees must have a TB test, preliminary private background check (from their 18th 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 June 15, 2024 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 June 15, 2024 at 10:00am. 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 July 1, 2024. The archiving process must begin upon the award of the contract in order for all of the Contractor's staff to begin work on July 1, 2024 with the required state clearances assigned to the District. Should the Contractor fail to submit all licenses and clearances required in this paragraph by June 15, 2024, the District shall have the right to immediately rescind the contract award and award the contract to the next highest scoring proposer.

Pursuant to P.L. 2018, c.5, by submitting a proposal and if successful, upon entering into a contract with the District for the services to be provided, the contractor warrants that to the best of its knowledge, none of its employees or staff members which are, or could be, assigned to the District's schools or have regular contact with students have ever been the subject of a substantiated complaint of child abuse or sexual misconduct in any prior school district in which the employee or staff member was assigned or employed. Contractor further warrants that, as required by P.L. 2018, c.5, it has collected from its employees all documentation required by law, including a list of the staff member's prior places of employment and an affirmative statement from the employee/applicant that he/she has never been the subject of a substantiated complaint of child abuse or sexual misconduct."

- n. 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.
- o. Contractor's employees shall comply with District policy requiring background driver's license check and having an acceptable driving history to operate District owned vehicles. 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.

- p. The Contractor's site-based staff are required to work on-site, at the District, and will not work remotely (or from another location) unless the District grants written permission for the Contractor's employee to do so. The Contractor will not invoice or bill the District nor will the District pay for any staff that is not site-based, unless the District has provided written permission for the Contractor to do so.
 - q. The Contractor's site-based General Manager must notify the person the Contractor's General Manager reports to at the District, every time the General Manager or one of the Contractor's management team are not in the District (both personal and for business reasons). Also, the Contractor's General Manager shall not leave the District for any business reasons unless they have received an advance approval from District administration (usually the Business Administrator).
- C. Organization and Reporting Relationships:** The onsite manager shall report to the Business Administrator for daily administration, with an indirect reporting relationship to the Director of Buildings and Grounds and Principals. 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.. Each Contractor should verify the data on the roster. The District is not responsible for information provided on the employee roster. Note: The current outsourced staff is unionized with the SEIU (32BJ).
- E. Computerized Custodial Quality Assurance System:** The Contractor shall provide its own computerized custodial quality inspection system. The Contractor shall supply handheld devices needed for the system. The system provided shall include quality control capabilities, provide for random inspections, and provide simple and graphic monthly reports to the District based upon a mutually agreed upon scoring system. Inspections shall be performed weekly or on a mutually agreed upon schedule by the District and Contractor. 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 thereof without the written consent of the District. Sub-contracting any part portion of this contract, without District permission to do so, shall be considered a breach of the contract and could result in termination thereof at the sole discretion of the District.
- G. Services, Equipment and Other Items Provided by the Contractor:** The following shall be provided by Contractor and included in its pricing.
- 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 are 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:** At a minimum, the Contractor shall provide all the equipment listed in Exhibit 4 as well as any equipment costing \$249.99 or less. 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 thirty five thousand (\$35,000) equipment budget pool. The Contractor shall supply and maintain time clocks or a 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. The Contractor shall inventory and inspect all equipment every six (6) months and accurately complete the Equipment Log. If this is not done the Contractor invoice shall not be paid until it is.
 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 and vehicles (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, 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. The Contractor shall be responsible to schedule and complete all manufactures required maintenance on all vehicles and equipment. The Contractor shall be responsible to pay for and repair any damage which occurs due to lack of required maintenance. 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. On-Going Contract Monitoring:** The District will utilize the services of an independent and impartial monitor to provide assistance to the Business Administrator for on-going monitoring of the Contractors performance and compliance of the contract. The Proposer shall include the annual cost of these services as detailed in Proposal Price Form A. The contract price shall have these charges included but shall be billed as a credit to the Somerset County Vocational School District as the Somerset County Vocational Board District will be paying the contract monitor directly. This charge and credit will increase annually based upon the percentage increase in the Total Contract Charge.
- The monitor will audit the Contractor for compliance of the requirements of this RFP and resulting contract.
- J. 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 insureds 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, depositor's 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.

K. 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.

L. 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 ensure 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.

M. 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.

N. Professional Management and Staff

1. Provide on-site management staff who shall undertake all issues and duties pursuant to the attached RFP's scope of work and specifications.
2. Provide supervisors who will report the on-site manager 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 and coordinate 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.

O. Custodial Resource Management

1. The Contractor's on-site manager shall manage all custodial resources with strict attention to fiscal responsibility, including the following controls:
 - a) Assist in the preparation of specifications for the purchase of supplies as requested by the District.
 - b) Provision and implementation of written procedures to include but not limited to:
 - (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.

P. 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, exit signs and emergency lights 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 Contractor's 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

as well as a work shifts & staffing table to the District and the contract monitor. The on-site manager shall also list emergency numbers. The roster, work shift and staffing table shall be updated within twenty four (24) hours of any changes. A complete new roster, work shift and staffing table 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 head/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 Business Administrator. 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. 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.
14. Smoking and alcohol consumption are not allowed anywhere on any school property.
15. The use of school telephones, radios, televisions, computers, vehicles and equipment is strictly prohibited unless authorized by the District.
16. Meal breaks shall be permitted only in areas designated by the Business Administrator or designee.
17. The Contractor's employees shall, at all times, display a school-issued identification card on their uniforms. The name on the card must reflect the name as listed on the background clearance and roster.
18. The Contractor shall have sufficient coverage, at all times, of custodians with Black Seal Boilers Licenses working in each building when occupied.
19. The Contractor must comply with the District's Asbestos Hazard Emergency Response Act (AHERA) and Integrated Pest Management Plans (IPM).
20. The Contractor shall comply with and provide training for the District's Anti-Bullying and Harassment policy.

Q. 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 and evacuation drills, active shooter, lock down, building evacuation non-fire and bomb threats.

- f) The Contractor's on-site manager if requested by the District shall participate in the District's school safety teams.

R. 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 and the use of fire extinguishers. 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.
 - j) Provide cross training to employees of all the school's systems and procedures so coverage can be provided in the event of absences/vacations.
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 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.

S. Contractor's Performance Reporting

1. The Contractor's on-site manager shall provide, to the District, 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.

T. 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.
 - d) By October 1st of every year the Contractor shall update the Districts existing Winter Storm plan. The plan shall include an inventory and status of all snow removal equipment, ice melt supplies, etc. The plan shall include the timeframes for clearing all facilities and the pertinent contact information for those individuals coordinating the winter storm facility operations. Further the Contractor shall be responsible for ensuring that all necessary equipment is in working order by October 30th of each year.
5. Assist in the preparation of specifications for the purchase of supplies and services as requested by the District.
6. Solicit quotes for purchases as needed for the District.
7. Provision and implementation of written procedures to include but not limited to:
 - a) Payroll, personnel, budgeting and purchasing
 - b) Ordering, receipt, storage/inventory and issue of supplies
 - c) 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.
8. Provide accountability reports, as requested, to the District
9. 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 supplies.
10. 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.
11. 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
 - Security
 - Personnel
12. Code Compliance –The Contractor's on-site manager shall research, review, apply and make recommendations concerning compliance with applicable local, state and federal codes, statutes and ordinances to the Business Administrator.
13. 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 and a Custodial Services Review Committee. The Custodial Services Review Committee shall be

made up of, at least a member of District administration and a representative from the Contractor. It shall be the responsibility of the committee to review District concerns, complaints, customer service satisfaction assessments, new service related initiatives, make appropriate recommendations to the Contractor, ensure the goals and objectives for the program are being met and to establish new ones. Thereafter, these meetings shall be held every three months or more frequently if deemed necessary by the District.

14. The Contractor’s on-site manager shall also meet with each school principal at least monthly to seek his or her input concerning their school with regards to the custodial program. Attend additional meetings as requested by the District.
15. The Contractor shall provide all computers, software, printer, copy machines, fax machines and all office equipment needed to meet the Scope of Work.
16. 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.

U. 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 above low impact.
3. Sandblasting exterior building surfaces.
4. Any major painting projects that exceed the painting outlined in specification V15.
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.

Specification V				
Custodial Scope of Work, Services and Responsibilities				
Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
V1 - Classrooms, Libraries, Laboratories, Auditorium, Home Ec. and Shop Areas When Schools Are in Session or Occupied				
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 disinfect sinks, replenish paper towels and soap dispensers.	X		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. Disinfect and clean doorknobs, handles, push plates and desktops.	X		X	
r. Clean door glass and kick plates.		X		
s. Clean and damp wipe chalk/white/marker/smart boards. When requested do daily.		X		
t. Clean and damp wipe chalkboards trays.	X			

Specification V
Custodial Scope of Work, Services and Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
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 disinfect telephones.	X			
x. Empty recycling container, clean and disinfect as needed.	X		X	
y. Check for and replace any missing chair and desk glides.		X		
z. Turn off all lights and non-essential electrical equipment.	X			
aa. Close and lock all windows and doors.	X			
bb. Lower /raise all shades and/or blinds to an even half open position.	X			
cc. Clean, dust remove wood chips from all horizontal surfaces and floors in woodshop, if there is one.		X		
dd. Clean and empty wood shop collector drums, if there is one.				M
V2 - Rest Rooms				
a. Thoroughly disinfect 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		X	
b. Empty rest room trash and damp wipe and disinfect 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		X	
f. Spot-clean walls.	X			
g. Clean & disinfect soiled basins, toilet seats or any other fixtures or partitions.	X		X	
h. Clean and disinfect any spillage or soiled spots on the floors.	X		X	
i. Clean shower area, removing body oil and soap film build-up; disinfect 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 disinfect doorknobs/ push plates.	X		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. Disinfect, clean and flush all urinals and toilets, de-lime if necessary.	X			
t. Disinfect, clean walls, stalls, fixtures and floors. Vacuum excess water.	X		X	
u. Lower/ raise all shades and/ or blinds to an even half open position.	X			
v. Turn off all lights and non-essential electrical equipment.	X			
w. Close and lock all windows and doors.	X			
x. Damp wipe vertical surfaces with a sanitizing disinfectant.	X		X	
y. Must project clean entire bathrooms with bathroom cleaning machine monthly			X	M
V3 - Offices, Lounges, and Conference Rooms				
a. Empty and then damp wipe and disinfect 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 disinfect telephones and copiers.	X			
e. Spot-clean cabinets, glass in doors and partitions. Wipe dry as needed.	X			
f. Clean and disinfect any sinks or other rest room fixtures in offices.	X			
g. Dust vertical furniture surfaces, wall vents and vertical wall trim.		X		
h. Disinfect 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			

Specification V
Custodial Scope of Work, Services and Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
k. Nurses' offices – mop and disinfect all floors.	X		X	
l. Nurses' offices – clean and disinfect exam beds.	X		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 and disinfect 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. Turn off all lights and non-essential electrical equipment.	X			
x. Lower /raise all shades and/or blinds to an even half open position.	X			
y. Close and lock all windows and doors.	X			
V4 - Entrances, Lobbies, Hallways and Other Public Areas When Schools Are in Session or Occupied				
a. Empty, damp wipe and disinfect 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 disinfect water fountains and pay phones.	X		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 disinfect doorknobs, rails, push-plates on doors, kick plates on doors.	X		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 mop the floor as necessary.		X	X	
u. Damp mop ceramic, concrete, terrazzo and resilient tile floors.	X			
v. Dust vertical furniture surfaces, wall vents and vertical wall trim.		X		
w. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
x. Clean all classroom door glass, doors, and door jams. (spot clean daily)	X	X		
y. Clean interior of fire extinguisher and display cabinets, clean shelves, dust contents, and clean glass doors.	X			
z. Extract carpeted areas as needed.		X	X	
aa. In areas that have terrazzo or resilient tile floors strip old finish, apply 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. Lower /raise all shades and/or blinds to an even half open position.	X			
cc. Clean all exterior surfaces of hallway lockers and clean and disinfect all handles and locks.	X		X	

Specification V
Custodial Scope of Work, Services and Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
V5 - Cafeterias and Lunchrooms When Schools Are in Session or Occupied				
a. During school sweep, spot mop spills and pieces of litter from the floor.	X			
b. Empty then damp wipe and disinfect 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 disinfect tabletops with disinfectant.	X		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 disinfect drinking fountains.	X		X	
l. After school clean and disinfect tables and chairs	X			
m. Damp wipe and disinfect 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. Disinfect and clean doorknobs and push-plates.	X		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	M
w. Lower /raise all shades and/or blinds to an even half open position.	X			
V6 – Kitchens When Schools Are in Session or Occupied				
a. Empty wash and disinfect trash cans then insert new plastic liner in can.	X			
b. Empty wash and disinfect 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 disinfect kitchen bathroom.	X		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
V7 - Gyms and Stage When Schools Are in Session or Occupied				
a. Empty wash and disinfect trash cans then insert new plastic liner in can.	X			
b. Dust and spot mop floor daily.	X			
c. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
d. Thoroughly sweep under bleachers.	X			
e. Remove all marks on walls 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

Specification V
Custodial Scope of Work, Services and Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
k. Clean and disinfect all wrestling, gymnastic, aerobic mats, etc.	X			
V8 - Locker Rooms, Dressing Areas and Gyms When Schools Are in Session or Occupied				
a. Empty wash and disinfect trash cans then insert new plastic liner in can.	X			
b. Damp clean and disinfect benches and furniture.	X		X	
c. Clean and disinfect all showers, stalls including walls and floors.	X		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 disinfect vertical wall and locker surfaces within 6 feet of floor level.	X			
j. High dust, check for and remove all cobwebs.		X		
k. Disinfect and clean doorknobs/handles and push plates.	X		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 disinfect showerheads, handles and other washroom hardware.		X	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 a Year
V9 –Stairways, Landings and Elevators When Schools Are in Session or Occupied				
a. Spot-clean walls and doors.	X			
b. Disinfect all elevator controls and door.	X		X	
c. Spot-mop treads which are heavily soiled.	X			
d. Vacuum carpets and spot-clean.	X		X	
e. Dust and sweep all hard floor surfaces.	X			
f. Dust handrails and any windowsills or ledges.		X		
g. Completely damp mop treads and landings.		X		
h. Wash and disinfect handrails.	X		X	
i. High dust, check for and remove all cobwebs.		X		
j. Wash stair risers monthly to remove soil, dirt, scuffs and shoe marks.				M
k. Scrape up gum and debris that cannot be removed by sweeping or mopping.	X			
l. Wash, disinfect and clean elevator walls, doors and door tracks.		X		
m. Clean and disinfect elevator operation buttons & switches and clean door tracks.	X		X	
n. Lower /raise all shades and/or blinds to an even half open position.	X			
V10 – Grounds and Playgrounds				
a. Empty, clean, disinfect outside recycling and refuse receptacles and replace plastic liners if soiled.	X			
b. Clean and disinfect all touch points on equipment.	X		X	
c. Empty/damp wipe outside trash receptacles by playgrounds/ball fields and replace plastic liners if soiled.	X			
d. Police, clean and remove all debris, litter, fallen branches, etc. from walkways and properties.	X			
e. Remove debris from grounds, athletic fields/areas and parking areas.	X			
f. Remove cobwebs and debris from overhangs and walls.		X		
g. Grass cutting (from the building to apron of the parking lot)		X		
h. Weed whacking (from the building to apron of the parking lot)		X		
i. Hedge cutting (from the building to apron of the parking lot)		X		
j. Pull weeds from curbs and beds (from the building to apron of the parking lot)			X	
k. 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		X	
l. Clean, cut and maintain interior courtyards not accessible from outside the school.			X	
V11 – Snow Removal				

Specification V
Custodial Scope of Work, Services and Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
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	
V12 - Minimal Service Areas and Mechanical Areas				
a. Sweep hard surface floor areas and remove trash and debris.			X	M
b. Empty and damp wipe receptacles and replace plastic liners when soiled.	X			
c. Remove and dispose of all excess stored items, trash and cardboard 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			
V13 - Project Cleaning Will Be Scheduled for All Areas During School Year Breaks and Summer Recess Note: Contractor must plan to work around summer maintenance projects and or summer programs as needed.				
a. Floor care – Strip and wax all terrazzo and resilient flooring surfaces that are coated with floor finish or wax (one coat of sealer and three coats for all areas other than hallways - hallways will have one coat of sealer and four coats of wax)			X	A
b. 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.			X	SA
q. Wash and project clean all bleachers.				A
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:				
a. Flag raising and lowering.	X			
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	

Specification V
Custodial Scope of Work, Services and Responsibilities

Area and Task	Daily	Weekly	As Needed	Monthly, Semi-Annual & Annual
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. Set-ups and break downs for events, meetings and graduations.			X	
l. Post class schedule activity cleanups.			X	
m. Assisting in receiving and distribution of supplies.	X			
n. Incidental graffiti removal.	X			
o. Reporting safety hazards and marking/blocking off hazardous area.	X			
p. Scheduling work around afternoon or evening classes, and after school activities if applicable.			X	
q. Inspect playground and document playground inspections. Report all damage to the District via work order system.		X		
r. Ensure roof drains and downspouts are clear of leaves and debris by inspecting and cleaning.			X	
s. Maintain the required boiler log in those schools that require Black Seal Licenses.	X		X	
t. Monitor boilers and when needed turn off and/or on.	X		X	
u. When directed by Administration, the Contractor will perform boiler checks when buildings are unoccupied and temperatures fall below 32 degrees.			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. Clean and disinfect areas as directed by District administration.			X	
ee. At the end of school year turn off all refrigerators with the exception of any located in food services.				A
ff. Other duties and tasks 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
Flash Light and Batteries			Putty Knife/Scraper

Minor Corrective Maintenance Shall Be Conducted in The Following Areas

<p style="text-align: center;"><u>Emergency Window and Entrance Door Glass Repairs</u></p> <ol style="list-style-type: none"> 1. Broken (replace with plywood until replacement is installed) 2. Panes will not slide 3. Will not open or close 4. Locking hook broken 5. Custodians will secure area until district repairs it. 	<p style="text-align: center;"><u>Minor Repair</u></p> <ol style="list-style-type: none"> 1. Baseboard off wall 2. Minor touch up painting, 36-inch circle or less 3. Mounting and hanging of pictures, tack boards, supply dispensers, chalk and or white boards 4. Troubleshoot locker repairs 5. Replace mirrors <p style="text-align: center;"><u>Unit Ventilators & Filters:</u></p> <ol style="list-style-type: none"> 1. Tri-annually, change all HVAC filters 2. Remove covers and clean coils as well as inside unit using compressed air, then vacuum 3. Lubricate all motors and bearings 4. Initial and date all filters upon changing them.
<p style="text-align: center;"><u>Floor Repair</u></p> <ol style="list-style-type: none"> 1. Replace carpet tiles that are soiled, stained or when regular cleaning procedures are not effective 	<p style="text-align: center;"><u>Curtain and Blinds Repair/Removal</u></p> <ol style="list-style-type: none"> 1. Rod coming out of wall or rod bent 2. Curtain off rod 3. Draw stick or cord repair/replacement
<p style="text-align: center;"><u>Minor Plumbing Repairs</u></p> <ol style="list-style-type: none"> 1. Nozzle or drain stopped up 2. Faucet leaks or stays on 3. Handles broken/missing 4. Nozzle or drain cover missing 5. Broken soap holder 6. Shower curtain torn, missing or dirty 7. Toilet stopped up or will not flush 8. Toilet paper holder broken/missing 9. Toilet seat broken 10. Latch on stall door broken 11. Sink stopped up 12. Drain stuck closed 13. Stopper missing or will not hold water 14. Reattach/replace shelves 15. Repair/replace towel dispenser 16. Shut off water when major leaks 	<p style="text-align: center;"><u>Light Replacement</u></p> <ol style="list-style-type: none"> 1. Globe/cover missing 2. Globe/cover broken 3. Fixture broken 4. Globe/cover loose 5. Switch cover loose/missing 6. Light burned out <p style="text-align: center;"><u>Exit Sign Repair</u></p> <ol style="list-style-type: none"> 1. Light out 2. Sign broken 3. Sign off wall 4. Sign missing 5. Replace battery back up
<p style="text-align: center;"><u>Door Repair</u></p> <ol style="list-style-type: none"> 1. Squeaks 2. Name plate missing/broken 3. Door signs missing/broken 4. Door handles missing/broken 	<p style="text-align: center;"><u>Desk Repair</u></p> <ol style="list-style-type: none"> 1. Molding broken 2. Drawer handle missing 3. Drawer sticks/broken 4. Replace desktops 5. Replace missing feet on chairs and desks

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

Exhibit 1 Building Roster								
Building/Location	Address	Heat	Building Square Footage	Grade Levels	No. Students	No. Staff	Custodial Services (1)	Percent of Contractors Responsibility (1)
Building A – CTE Shop	14 Vogt Dr. Bridgewater	Gas	54,500	9-12	-	-	Contractor	100%
Building B - Academics	14 Vogt Dr. Bridgewater	Gas	36,800	9-12	-	-	Contractor	100%
Building C – Cafeteria/Maint.	14 Vogt Dr. Bridgewater	Gas	17,400	9-12	-	-	Contractor	100%
Building D – HS Office, Admin, Performing Arts	14 Vogt Dr. Bridgewater	Gas	36,400	9-12	-	-	Contractor	100%
Building E – Offices, Media Center	14 Vogt Dr. Bridgewater	Gas	9,000	9-12	-	-	Contractor	100%
Building E2	14 Vogt Dr. Bridgewater	Gas	7,400	9-12	-	-	Contractor	100%
Building F – Academics	14 Vogt Dr. Bridgewater	Gas	32,000	9-12	-	-	Contractor	100%
Building G – Gym	14 Vogt Dr. Bridgewater	Gas	17,200	9-12	-	-	Contractor	100%
Building H - Horticulture	14 Vogt Dr. Bridgewater	Gas	4,140	9-12	-	-	Contractor	100%
Administrative Offices	14 Vogt Dr. Bridgewater	Gas	11,000	9-12	-	-	Contractor	100%
Totals			225,440		700	160		
The Contractor is responsible for removal of snow from all walkways, sidewalks, paths, stairs and entranceways. As well as the policing and removal of litter from all school grounds.								

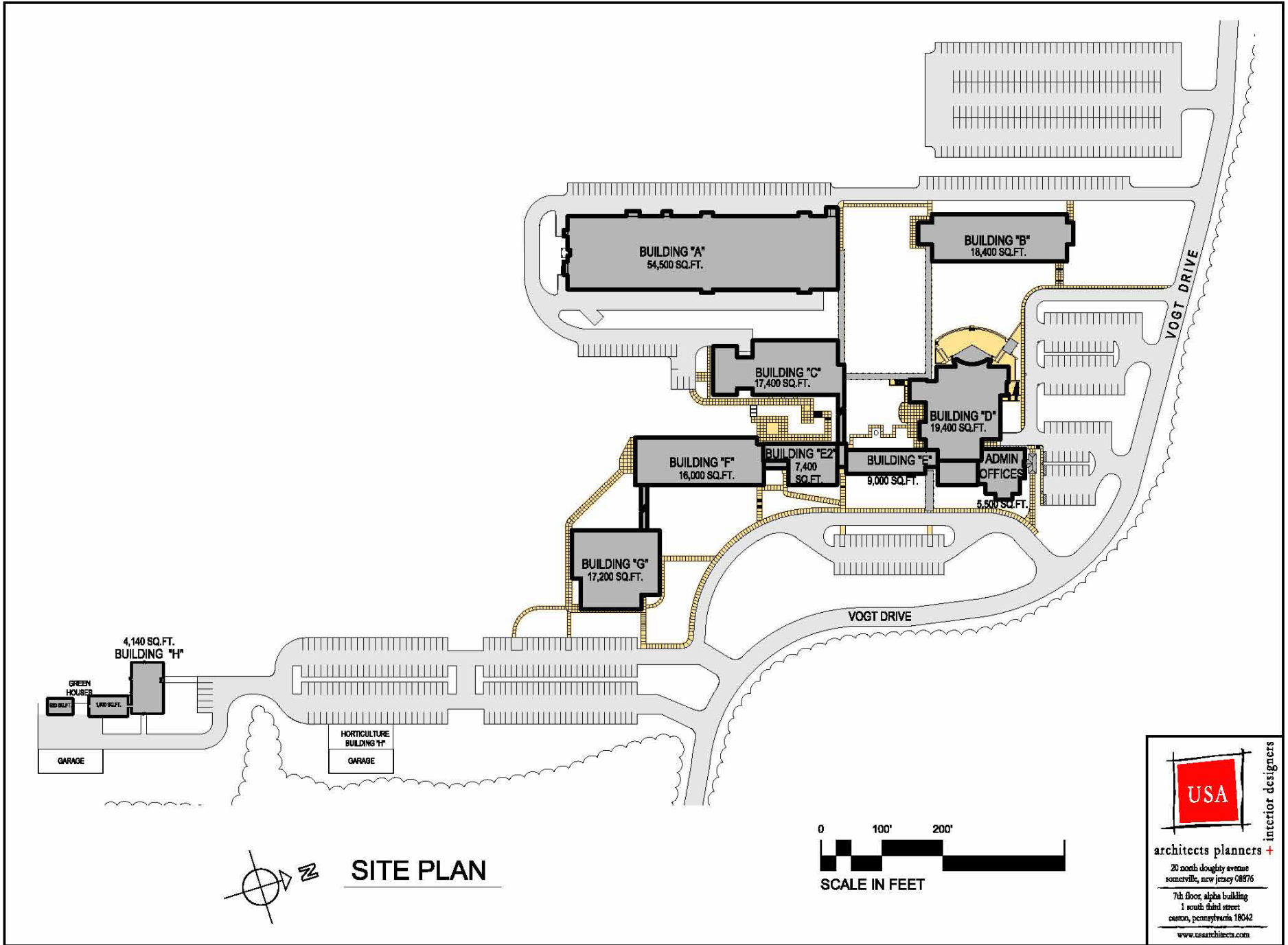


EXHIBIT 2	Contractor	District
Cost Responsibility Summary		
Supplies, Equipment, Office Space, And Purchasing		
Custodial Chemicals: i.e., floor finishes, cleaners, detergents, disinfectants, hand soaps etc.	-	XX
Walk Off Mats at Building Entranceways	-	XX
Custodial Supplies: i.e., cleaners, chemicals, waxes, mops, buckets, wipes, paper, plastics etc.	-	XX
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. & Charged to \$35,000 (PRFP \$200k) Equipment Budget Pool	X	-
Custodial Equipment Costing More than \$250.00 & Not Charged to \$35,000 Equipment Budget Pool	-	XX
Minor hand tools pursuant to V15	X	-
Computerized Custodial Quality Assurance System (software and hand held PDA's)	X	-
Vehicles for Custodial & Snow Removal and Charged to \$35,000 Equipment Budget Pool	X	-
Vehicles for Custodial & Snow Removal and Not Charged to \$35,000 Equipment Budget Pool	-	XX
Interior Pest Control	-	XX
Snow Removal Equipment: - i.e., snow throwers, shovels, vehicles, plows, etc.	-	XX
Snow Removal Supplies: i.e., snow melt, salt, sand, etc.	-	XX
Play Ground Mulch	-	XX
Maintenance of Play Ground Mulch	X	-
All Safety and Personal Protection Equipment for Contractor's Staff	X	-
Offices and Warehouse Space	X*	XX
Utilities for Office and Storage of Equipment	X*	XX
Broad Band Internet Access (Will be provided for. Modifications will be the Contractor's responsibility and must comply with district network standards)	X*	XX
Office Furniture and Equipment	X*	XX
Copy, Fax Machines, Software, Computers and Printers for Operations	X	-
Telephone and Telephone Charges Both Local and Long Distance	X*	XX
Office Supplies and Postage for Custodial Operations	X	-
Communication Equipment i.e., Pagers and cell phones (Smart phones pursuant to Exhibit 4)	X	-
In school two way radios (in PRFP)		XX
Labor – Management, Clerical and Hourly		
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 Contractor's and District's (if any) Custodial Staff	X	-
Additional Items		
Products and Public Liability Insurance	X	-
Travel Costs for Contractor's Staff	X	-
Maintenance and Operating Costs of Contractor Owned/ Leased Equipment and Vehicles	X	-
Labor for the Maintenance of All Equipment and Vehicles		XX
Maintenance and Operating Costs of District Owned Equipment and Vehicles	-	XX
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	-	XX
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 4 **Required Equipment**

At a minimum, the Contractor shall provide all the equipment listed in this Exhibit. The equipment must be new. Not doing so or not meeting these requirements may cause the Contractor’s proposal to be non-responsive and a cause for rejection of the proposal. The cost for this equipment must be incorporated into the Contractors Charge for Office Supplies or On-Going Costs and cannot be charged to the thirty five thousand (\$35,000) Budget Equipment Pool. District retains control/ownership over all equipment once the contract ends.

The Contractor must provide the following equipment:

Required New Equipment	
Qty.	Description
1	Smart phones and service which must be compatible with District current service and be capable of receiving voice, text and emails.
1	Desktop Computers w/17in flat panel monitors, optical mouse, 2024 MS Office Software and keyboard. Must be network compatible to the District’s network and software
1	Black & white laser jet printer
1 for each site a Contractor’s staff is based	Time Clock or Equivalent
1	Handheld PDA devices for Contractor provided custodial quality assurance system
1	Copier/fax/scan machine
1	Tool kits/boxes with tools as detailed in W15 Custodial Scope of Work (one for each school)
1	Key lock boxes (one for each school)

EXHIBIT 5 - REQUIRED SHIFTS					
Building Name/Postion	Square Footage	Day Shift		Evening	Totals
		6:30am to 3:00pm	8:00am to 4:00pm	2:30pm to 11:00pm	
		Custodial Staff			
Building A	54,500	-	-	-	0.00
Building B	36,400	-	-	-	0.00
Building C	17,400	-	-	-	0.00
Building D	36,400	-	-	-	0.00
Building E	9,000	-	-	-	0.00
Building E2	7,400	-	-	-	0.00
Building F	32,000	-	-	-	0.00
Building G	17,200	-	-	-	0.00
Building H	4,140	-	-	-	0.00
Administrative Offices	11,000	-	-	-	0.00
Campus Wide		-	-	-	0.00
Courier	-	-	-	-	0.00
Floater	-	-	-	-	0.00
Sub-Total Custodial	225,440	0.00	0.00	0.00	0.00
		Management & Clerical Staff			
General Manager		-	-	-	0.00
Custodial Supervisor(s)		-	-	-	0.00
Administrative Assistant		-	-	-	0.00
Sub-Total Mgt. & Clerical		0.00	0.00	0.00	0.00
TOTAL	225,440	0.00	0.00	0.00	0.00
<ol style="list-style-type: none"> 1. Shifts and start times may change from time to time based upon District needs especially from July 1 to August 31. Contractor shall not change or eliminate any shift without the permission of the Dist 2. At least 4 custodians (2 day/swing shift, 2 evening shift) for a total of 4 custodians of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. In addition, all of the proposed management team 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 4 plus the proposed management team. 3. 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. 4. 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

1. Note: The Current Position Roster will be handed out at the pre-proposal conference.

Somerset County Vo-Tech Employee Roster							
Last Name	First Name	School	Shift	Black Seal (Yes or No)	Hourly Wage Rate	Hours Worked Per Year	Annual Wages
Administrative Assistants							
							\$0.00
Sub Total Administrative Assistants				0	\$0.00	0	\$0.00
Management							
							\$0.00
Sub Total Management				0	\$0.00	0	\$0.00
Head Custodial							
Galdamez	Sandra	Somerset Votec	6:30am -3:00pm	Yes	\$18.40	2080	\$38,272.00
Sub Total Head Custodial				1	\$0.00	2080	\$0.00
Custodial							
Cahueque	Maria	Somerset Votec	2:30pm - 11:00pm	No	\$18.00	2080	\$37,440.00
Galdamez	Ismenia	Somerset Votec	2:30pm - 11:00pm	No	\$18.00	2080	\$37,440.00
Gutierrez	Fabiola	Somerset Votec	8:00am - 4:00pm	No	\$18.00	2080	\$37,440.00
Ipanaque, Torres	Jesus	Somerset Votec	8:00am - 4:00pm	No	\$18.00	2080	\$37,440.00
Rodriguez	Rosa	Somerset Votec	2:30pm - 11:00pm	No	\$18.00	2080	\$37,440.00
Ugalde Salas	Luis	Somerset Votec	2:30pm - 11:00pm	Yes	\$18.00	2080	\$37,440.00
Zelaya	Ricardo	Somerset Votec	2:30pm - 11:00pm	No	\$18.00	2080	\$37,440.00
Sub Total Custodial				1	\$18.00	14,560	\$262,080.00

Exhibit 7 - Consultant’s Recommended Staffing, Wage Rates and Salaries – This is the consultant’s recommended staffing which will be used as basis for evaluating the Proposer/s staffing viability.

<i>(All Staffing Are in Full Time Equivalents – 1 FTE Equals 2080 Hours Per Year)</i>						
Building Name / Position	Square Footage	Shifts			Weekend	Total FTEs
		6:30am to 2:00pm	8:00am to 4:30pm	2:30pm to 11:00pm	8:00pm to 4:30pm Tues. to Sat.	
Custodial						
Building A	54,500	-	-	-	-	0.00
Building B	36,800	-	-	-	-	0.00
Building C	17,400	-	-	-	-	0.00
Building D	36,400	-	-	-	-	0.00
Building E	9,000	-	-	-	-	0.00
Building E2	7,400	-	-	-	-	0.00
Building F	32,000	-	-	-	-	0.00
Building G	17,200	-	-	-	-	0.00
Building H	4,140	-	-	-	-	0.00
Administrative Offices	11,000	-	-	-	-	0.00
Campus Wide	-	1.00	2.00	5.00	0.00	8.00
Floater - District Wide	-	-	-	-	-	0.00
Sub-Total	225,440	1.00	2.00	5.00	0.00	8.00
Management & Clerical						
General Manager	-	-	-	-	-	0.00
Administrative Assistant(s)	-	-	-	-	-	0.00
Sub-Total	-	0.00	0.00	0.00	0.00	0.00
TOTAL	225,440	1.00	2.00	5.00	0.00	8.00
<ul style="list-style-type: none"> • All staffing is represented as FTEs; one FTE equals 2080 hours per year. • Consultant recommends 8.0 custodial, 0.0 head custodial, 0.0 courier, 0.0 clerical and 0.0 management outsourced FTEs. 						

1. This is the consultant’s recommended wages and wage rates which will be used as basis for evaluating the Proposer/s staffing viability.

Position Title	Number of Positions	Average Hourly Wage Rate or Annual Wages
Manager	0	\$00,000 per year
Custodial Supervisor	0	\$00,000 per year
Clerical	0	\$00.00 per hour
Head Custodian	1.0	\$18.40 per hour
Custodian	7.0	\$18.00 per hour

Exhibit 8 - Custodial And Management Services Agreement

This Management Services Agreement ("Agreement") is made and entered into as of this 1st day of July, 2024, by and between Somerset County Vocational Board of Education ("District") located at 14 Vogt Drive, PO Box 6350 Bridgewater, N.J. 08807 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 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) dated May , 2024, as amended, the Contractor's proposal response dated May 22, 2024, 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, comply with all such authorities, including but not limited to: (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 New Jersey School Ethics Act N.J.S.A 18A:12-21 et seq.
5. Term of Agreement. The term of this Agreement is for five (5) years is subject to the provisions of Section 14 to this Agreement and annual appropriations of sufficient funds to meet the extended obligation. The five (5) years of the Agreement shall commence on July 1, 2024 and continue until June 30, 2029 ("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 July 1, 2024 through June 30, 2025 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
 - B. The Contract Price for the period of July 1, 2025 through June 30, 2026 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
 - C. The Contract Price for the period of July 1, 2026 through June 30, 2027 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
 - D. The Contract Price for the period of July 1, 2027 through June 30, 2028 shall be ? Million, ? Hundred ? Thousand, ? Hundred ? Dollars and Zero Cents (\$0,000,000.00).
 - E. The Contract Price for the period of July 1, 2028 through June 30, 2029 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 shall be credited back to the District monthly off of the Contractor's Compensation.

- A. On-Going Contract Monitoring. The following charge for On Going Contract Monitoring has been made part of the Contractor's Compensation as detailed in paragraph 6 and shall be credited back to the District monthly from of the Contractor's Compensation. Annually, this credit equals Five Thousand Seven Hundred Sixty Dollars (\$5,760.00). On July 1st of each year the charge and therefore the credit for Monitoring may increase equal to the amount as stated Proposal Form A-Pricing.
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, services, 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 District 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 and other costs 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 acts or omissions, whether negligent, 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: Somerset County Vocational Board of Education
Attention: Ms. Raelene Sipple
14 Vogt Drive, PO Box 6350
Bridgewater, NJ 08807

To the Contractor: Inc.
Attention: ?,? 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 N.J.A.C. 17:27 and 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
- X 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. (N.J.S.A. 52:32-44)
 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. Prior to the contract award 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 venued in Somerset 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 Somerset, 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.

SOMERSET COUNTY VOCATIONAL
BOARD OF EDUCATION
Attest:

XYZ, INC
Attest:

By: _____
Raelene Sipple
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/.)

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: _____

PROPOSAL FORM A (FIVE YEARS) - PRICING			
<i>(Part 1 of 5 Note: Input Green Shaded Cells)</i>			
<i>The staffing (FTE's) as detailed on Proposal Form A must match the staffing (FTEs) as detailed on Proposal Form B. If it does not the proposer must provide a detailed explanation as to why it does not match</i>			
Description	Details	Percent	Total Charges
7-1-24 to 6-30-25 (Year One)			
Custodial	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Custodial Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	- Annual Hours		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Custodial - Head/Leads	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Custodial Heads/Lead Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	- Annual Hours		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Courier	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
General Manager	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Custodial Evening Supervisor/s	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Clerical	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00 Excl. Benefits & Taxes		
Contractor Start Up Charges – attach detail breakdown			
Years total amount amortized over: 5 <i>Input Total Start Up Charges Amount</i> →		\$0.00	\$0.00
Contractor Equipment Budget/Pool = \$0			
Years total amount amortized over: 5 <i>Total Equip. Budget Pool Amount</i> →		\$0	\$0.00
Contractor Charge for Computerized Quality Assurance System			\$0.00
Contractor Charge for Office and or Warehouse Rent			\$0.00
Contractor Charge for Required Office Equipment			\$0.00
Contractor Charge for Supplies & On-Going Operating Costs			
Enter Cost Per Employee = \$0.00 <i>Input Cost for Employee</i>			\$0.00
Contractor Management Fee		0.0%	\$0.00
District Charge for Contract Monitoring			\$0.00
TOTAL CONTRACT CHARGE YEAR ONE (2024-2025)			\$0

PROPOSAL FORM A (FIVE YEARS) - PRICING			
<i>(Part 2 of 5 Note: Input Green Shaded Cells)</i>			
<i>The staffing (FTE's) as detailed on Proposal Form A must match the staffing (FTEs) as detailed on Proposal Form B. If it does not the proposer must provide a detailed explanation as to why it does not match</i>			
Description	Details	Percent	Total Charges
7-1-25 to 6-30-26 (Year Two)			
Custodial	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial - Head/Leads	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Heads/Lead Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Courier	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
General Manager	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Evening Supervisor/s	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Clerical	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Contractor Start Up Charges – attach detail breakdown			
Years total amount amortized over: 5 Years		→ \$0.00	\$0.00
Contractor Equipment Budget/Pool = \$0			
Years total amount amortized over: 5 Total Equip. Budget Pool Amount		→ \$0	\$0.00
Contractor Charge for Computerized Quality Assurance System			
\$0.00			
Contractor Charge for Office and or Warehouse Rent			
\$0.00			
Contractor Charge for Required Office Equipment			
\$0.00			
Contractor Charge for Supplies & On-Going Operating Costs			
Enter Cost Per Employee = \$0.00		Input Cost for Employee	\$0.00
Contractor Management Fee		0.0%	\$0.00
District Charge for Contract Monitoring			\$0.00
TOTAL CONTRACT CHARGE YEAR TWO (2025-2026)			\$0
Increase for 2025-2026, Year Two from 2024-2025			0.00% \$0.00

PROPOSAL FORM A (FIVE YEARS) - PRICING			
<i>(Part 3 of 5 Note: Input Green Shaded Cells)</i>			
<i>The staffing (FTE's) as detailed on Proposal Form A must match the staffing (FTEs) as detailed on Proposal Form B. If it does not the proposer must provide a detailed explanation as to why it does not match</i>			
Description	Details	Percent	Total Charges
7-1-26 to 6-30-27 (Year Three)			
Custodial	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial - Head/Leads	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Heads/Lead Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Courier	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
General Manager	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Evening Supervisor/s	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Clerical	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00 FTEs		
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Contractor Start Up Charges – attach detail breakdown			
Years total amount amortized over: 5 Years		→	\$0.00
Contractor Equipment Budget/Pool = \$0			
Years total amount amortized over: 5		Total Equip. Budget Pool Amount	\$0
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 & On-Going Operating Costs			
Enter Cost Per Employee = \$0.00		← Input Cost for Employee	\$0.00
Contractor Management Fee		0.0%	\$0.00
Contractor Charge for Contract Monitoring			\$0.00
TOTAL CONTRACT CHARGE YEAR THREE (2026-2027)			\$0
Increase for 2026-2027, Year Three from 2025-2026			0.00% \$0.00

PROPOSAL FORM A (FIVE YEARS) - PRICING			
<i>(Part 4 of 5 Note: Input Green Shaded Cells)</i>			
<i>The staffing (FTE's) as detailed on Proposal Form A must match the staffing (FTEs) as detailed on Proposal Form B. If it does not the proposer must provide a detailed explanation as to why it does not match</i>			
Description	Details	Percent	Total Charges
7-1-27 to 6-30-28 (Year Four)			
Custodial	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial - Head/Leads	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Heads/Lead Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Courier	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
General Manager	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Evening Supervisor/s	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Clerical	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Contractor Start Up Charges – attach detail breakdown			
Years total amount amortized over: 5 Years	→	\$0.00	\$0.00
Contractor Equipment Budget/Pool = \$0			
Years total amount amortized over: 5	Total Equip. Budget Pool Amount	\$0	\$0.00
Contractor Charge for Computerized Quality Assurance System			\$0.00
Contractor Charge for Office and or Warehouse Rent			\$0.00
Contractor Charge for Required Office Equipment			\$0.00
Contractor Charge for Supplies & On-Going Operating Costs			\$0.00
Enter Cost Per Employee = \$0.00	← Input Cost for Employee		\$0.00
Contractor Management Fee		0.0%	\$0.00
Contractor Charge for Contract Monitoring			\$0.00
TOTAL CONTRACT CHARGE YEAR FOUR (2027-2028)			\$0
Increase for 2027-2028, Year Four from 2026-2027		0.00%	\$0.00

PROPOSAL FORM A (FIVE YEARS) - PRICING			
<i>(Part 5 of 5 Note: Input Green Shaded Cells)</i>			
<i>The staffing (FTE's) as detailed on Proposal Form A must match the staffing (FTEs) as detailed on Proposal Form B. If it does not the proposer must provide a detailed explanation as to why it does not match</i>			
Description	Details	Percent	Total Charges
7-1-28 to 6-30-29 (Year Five)			
Custodial	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
	Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes
Custodial - Head/Leads	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Heads/Lead Overtime	Charge for Employee Wages		\$0.00
	Charge for Payroll Taxes	0%	\$0.00
	-	Annual Hours	
	Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes
Courier	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
General Manager	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Custodial Evening Supervisor/s	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Clerical	Charge for Employee Wages		\$0.00
	Charge for Health Care Benefits	0%	\$0.00
	Charge for Other Fringe Benefits	0%	\$0.00
	Charge for Payroll Taxes	0%	\$0.00
No. of FTEs (1 FTE=2080 Hours per Year) -	0.00	FTEs	
Avg. Hourly Wage Rate -	\$0.00	Excl. Benefits & Taxes	
Contractor Start Up Charges – attach detail breakdown			
Years total amount amortized over: 5 Years		→ \$0.00	\$0.00
Contractor Equipment Budget/Pool = \$0			
Years total amount amortized over: 5		Total Equip. Budget Pool Amount → \$0	\$0.00
Contractor Charge for Computerized Quality Assurance System			\$0.00
Contractor Charge for Office and or Warehouse Rent			\$0.00
Contractor Charge for Required Office Equipment			\$0.00
Contractor Charge for Supplies & On-Going Operating Costs			\$0.00
Enter Cost Per Employee = \$0.00		Input Cost for Employee	\$0.00
Contractor Management Fee		0.0%	\$0.00
District Charge for Contract Monitoring			\$0.00
TOTAL CONTRACT CHARGE YEAR FIVE (2028-2029)			\$0
Increase for 2028-2029, Year Five from 2027-2028			0.00% \$0.00

PROPOSAL FORM A - PRICING (Summary)		
Description	Percent	Total Charges
TOTAL CONTRACT CHARGE YEAR ONE (2024-2025)		\$0
Increase for 2024-2025 - Percent & Dollar Amount	0.00%	\$0.00
TOTAL CONTRACT CHARGE YEAR TWO (2025-2026)		\$0
Increase for 2025-2026 - Percent & Dollar Amount	0.00%	\$0.00
TOTAL CONTRACT CHARGE YEAR THREE (2026-2027)		\$0
Increase for 2026-2027 - Percent & Dollar Amount	0.00%	\$0.00
TOTAL CONTRACT CHARGE YEAR FOUR (2027-2028)		\$0
Increase for 2027-2028 - Percent & Dollar Amount	0.00%	\$0.00
TOTAL CONTRACT CHARGE YEAR FIVE (2028-2029)		\$0
TOTAL CONTRACT CHARGE FOR FIVE YEARS		\$0.00
<p>The Contract Charge will be fixed for the five (5) 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.</p>		
_____	_____	_____
_____	_____	_____
Authorized Signature	Address	
_____	_____	_____
Typed Name and Title	Phone Number	
_____	_____	_____
Company Name	Date	

<h2 style="text-align: center;">Proposal Form A1</h2> <h3 style="text-align: center;">Employee & Employer Health Care Cost Breakdown with Estimated Number of Staff Taking Coverage</h3>						
Contractors are to detail what the employee contribution dollars are annually as well as the employer cost of the benefit. Contractors must also detail how many employees (including management and administrative) they estimate will take the coverage. (The Total Annual Employer Cost must tie into Contractors pricing on form A)						
	HMO			PPO		
	Cost per Employee	%	# of Staff Taking Benefits	Cost per Employee	%	# of Staff Taking Benefits
Single						
Employee Annual Cost	\$0	0.00%	0.00	\$0	0.00%	0.00
Employer Annual Cost	\$0	0.00%		\$0	0.00%	
Total Cost of Coverage	\$0	0.00%		\$0	0.00%	
Employee + One						
Employee Annual Cost	\$0	0.00%	0.00	\$0	0.00%	0.00
Employer Annual Cost	\$0	0.00%		\$0	0.00%	
Total Cost of Coverage	\$0	0.00%		\$0	0.00%	
Family						
Employee Annual Cost	\$0	0.00%	0.00	\$0	0.00%	0.00
Employer Annual Cost	\$0	0.00%		\$0	0.00%	
Total Cost of Coverage	\$0	0.00%		\$0	0.00%	
Total Cost of Coverage						
Employee Annual Cost	\$0	0.00%	0.00	\$0	0.00%	0.00
Employer Annual Cost	\$0	0.00%		\$0	0.00%	
Total Cost of Coverage	\$0	0.00%		\$0	0.00%	

Proposal Form A2			
Fringe Benefits Provided by the Proposer for Its Staff			
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
Medical			
Calendar Year Deductible			
Individual	\$0.00	\$0.00	\$0.00
Family	\$0.00	\$0.00	\$0.00
Annual Out of Pocket Maximum			
Individual	\$0.00	\$0.00	\$0.00
Family	\$0.00	\$0.00	\$0.00
Primary Care Physician			
Office Visits	Co-Pay \$0.00	Co-Pay \$0.00	% Covered \$0.00
Emergency Room Co-pay per visit			
	\$0.00	\$0.00	\$0.00
Inpatient Hospitalization			
	Co-Pay \$0.00	Co-Pay \$0.00	Deductible \$0.00
% Covered after	0%	0%	0%
Out Patient Hospital			
Deductible	\$0.00	\$0.00	\$0.00
% Covered after	0%	0%	0%
Lifetime Maximum Benefit			
	\$0.00	\$0.00	\$0.00
Prescription Drugs			
Generic Co-Pay	\$0.00	\$0.00	\$0.00
Formulary Co-Pay	\$0.00	\$0.00	\$0.00
Non Formulary brand Co-Pay	\$0.00	\$0.00	\$0.00
Dental			
	Coverage (Single or Family)		-
	% Funded by Proposer		0%
	% Coverage for preventative care		0%
	% Coverage for basic services both in and out of network		0%
Life Insurance			
	Policy amount at no cost to employee		\$0.00
401K			
	Proposer match %		0%
	Up to % of employee contribution		0%
	Hours of service for eligibility		0
Mental Health			
Inpatient		In Network	Out of Network
	% Covered after deductible	0%	0%
Outpatient		In Network	Out of Network
	\$ per visit	\$0.00	
	% Covered after deductible		0%

Proposal Form A2 (continued)			
Fringe Benefits Provided by the Proposer for Its Staff			
Substance Abuse			
Inpatient		In Network	Out of Network
	% Covered after deductible	0%	0%
Outpatient		In Network	Out of Network
	\$ per visit	\$0.00	
	% Covered after deductible		0%
Vision Care			
		In Network	Out of Network
	Employee cost	\$0.00	\$0.00
		Co-Pay	Coverage Up to
	Exam	\$0.00	\$0.00
	Lens	\$0.00	\$0.00
	Frames	\$0.00	\$0.00
	Contacts	\$0.00	\$0.00
	Waiting period (months)	0	
Educational Assistance			
	With prior approval, reimbursement up to		\$0.00
	Average or better that must be achieved		0
Detail All Paid Holidays Provided to All Employees			
	Total Number of Paid Holidays		0.00
Please list all paid holidays separated by commas	-		
Detail All Paid Time Off for All Employees			
Paid Time Off		Vacation	Sick
	Beginning in Year 1	0	0
	Accrue on a monthly basis? (Yes or No)	-	-
	Start of Year 2 through Year 5	0	0
	Start of Year 6 and beyond	0	0
	Carry Over? (Yes or No)	-	-

PROPOSAL FORM B - REQUIRED WORKS SHIFTS & PROPOSED STAFFING

(All Staffing Are on Proposer's Payroll & in Full Time Equivalents – 1 FTE Equals 2080 Hours Per Year)
 The staffing (FTE's) as detailed on Proposal Form A must match the staffing (FTEs) as detailed on Proposal Form B.
 If it does not the proposer must provide a detailed explanation as to why it does not match

Building Name / Position	Square Footage	Day Shift		Evening	Weekend	Totals
		6:30am to 3:00pm	8:00am to 4:00pm	2:30pm to 11:00pm	Wed. to Sunday Shift	
Custodial Staff						
Building A	54,500	-	-	-	-	0.00
Building B	36,400	-	-	-	-	0.00
Building C	17,400	-	-	-	-	0.00
Building D	36,400	-	-	-	-	0.00
Building E	9,000	-	-	-	-	0.00
Building E2	7,400	-	-	-	-	0.00
Building F	32,000	-	-	-	-	0.00
Building G	17,200	-	-	-	-	0.00
Building H	4,140	-	-	-	-	0.00
Administrative Offices	11,000	-	-	-	-	0.00
Campus Wide		-	-	-	-	0.00
Courier	-	-	-	-	-	0.00
Floater	-	-	-	-	-	0.00
Sub-Total Custodial	225,440	0.00	0.00	0.00	0.00	0.00
Management & Clerical Staff						
General Manager		-	-	-	-	0.00
Custodial Supervisor(s)		-	-	-	-	0.00
Administrative Assistant		-	-	-	-	0.00
Sub-Total Mgt. & Clerical		0.00	0.00	0.00	0.00	0.00
TOTAL	225,440	0.00	0.00	0.00	0.00	0.00

- Shifts and start times may change from time to time based upon District needs especially from July 1 to August 31. Contractor shall not change or eliminate any shift without the permission of the District
- At least 4 custodians (2 day/swing shift, 2 evening shift including) for a total of 4 custodians of the Contractor's on site staff must have Black Seal Boiler Operator Licenses at the start of the contract. In addition, all of the proposed management team 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 4 plus the proposed management team.
- 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.
- 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.

PROPOSAL FORM C

Equipment & Vehicles Recommended by the Proposer

All Proposers submitting a proposal must complete this form.

For All Equipment & Vehicles Costing More Than \$250.00 FOR EACH ITEM

This is not to be used for Proposer's Required Equipment

Type/Description of Equipment	QTY.	Make & Model	Total Cost	Annual Depreciation	Years Depreciated	Assigned School
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
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				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total for Equipment Costing More Than \$250.00 for Each Item			\$0.00	\$0.00		

Proposal Form D
Proposer 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.

<i>Requirement</i>	<i>Page & Paragraph No. in Proposal</i>
<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"> • Section 1- Required Documents, Proposer Charges and Financials: All the required proposal forms, proposal guarantee, financial statements, etc. Provide management candidates resumes, licenses, certifications and qualifications as well as detail of all charges and any other pertinent financial information. • Section 2 - Executive Summary Section: Provide an overview/summary as to how and why your company is responsive to this RFP pursuant to Paragraph B-Procurement Method. • Section 3 - Company Details and References: 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 five 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 Somerset County Vocational Board 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. • Section 4 – Staffing, Wages and Benefits: Provide the following information that meets the requirements contained in this RFP. <ul style="list-style-type: none"> ▪ Detail the number of employees (hourly, clerical and management) that you are 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/hire the staff you provide and the timeframe in which it will accomplished. • Section 5 - Program Elements: Detail your company’s management resources, systems, procedures, employees/staffing recommendations, human resources, custodial programs, training programs, safety programs, quality assurance systems, computerized quality assurance system, etc., that meets the requirements contained in this 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. • Section 6 – Start Up/Transition Plan: Describe in detail a plan by which your company will transition from the district staff to your operations. 	
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 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	
d. Technologies	
e. Processes	
f. Training	

Proposal Form D
Proposer 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.

Requirement	Page & Paragraph No. in Proposal
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 archiveable to the District on or before June 15, 2024. 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, 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 five public school districts. One of the public school districts served must be of similar size or larger than the Somerset County Vocational Board 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 management staff. The proposed on-site management 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 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 or have a Black Seal License by 7-1-2024. e. Must be fluent in English. On-Site Supervisors: a. Should have at least two years’ experience in managing a comparable sized public school district. b. Should have one year experience in the custodial management industry.	

Proposal Form D
Proposer 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.

Requirement	Page & Paragraph No. in Proposal
<ul style="list-style-type: none"> c. Must have a high school diploma or GED equivalent diploma. d. Must be in the process or have a Black Seal License by 7-1-2024. e. Must be fluent in English 	
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:	
a. Specify what steps the Proposer will take to establish good communications between Business Administrator, Director of Buildings and Grounds and the Proposer’s staff.	
b. Specify how the Proposer’s management will interface with the Business Administrator and Director of Buildings and Grounds.	
c. Specify how the Proposer will flex its staff hours to assist for snow removal.	
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 managers 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:	
a. Alarm systems and signals.	
b. Fire suppression equipment and methods of fire containment measures.	
c. Written procedures/instructions and their responsibilities to the custodial staff for a. and b.	
d. Written procedures/instructions and their responsibilities to the custodial staff for in case of emergency, other threats or explosions.	
28. Provide evidence and detailed information regarding how the Proposer's on-site manager will support the District by providing a safely maintained and secure facility.	
29. Provide detailed information how the Proposer will provide the following:	
a. How will new employees be given orientation, in-service and developmental training.	
b. Self-study training materials in subject matter applicable to appropriate occupational categories, qualifications and experience for its staff covering custodial skills.	
c. How will the Proposer communicate mission, training to employees	
d. All required training including, but not limited to OSHA, IPM, AHERA, Blood borne Pathogens and Hazardous Communication Act, confined space, Anti-bullying etc.	
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:	
i. Custodial	
ii. Management	
f. Provide all direction and supervision for its employees.	
g. How will task schedules be written?	
h. Provide a written organizational summary for onsite organization’s responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships.	

Proposal Form D
Proposer 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.

Requirement	Page & Paragraph No. in Proposal
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 manager's report of custodial activities and objectives which will be provided to the administration.	
32. Provide evidence and detailed information outlining how and when the Proposer will provide written plans to the District for project cleaning.	
33. Provide evidence and detailed information outlining how and when the Proposer will provide written plans to the District for the coverage for special events.	
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.	
Note: Unless otherwise indicated Items 36 to 55 are due with proposal submission	
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 Five Public School District 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 – Required Licensing & Pricing of New Minimum Wage Rate	
46. Provide a completed Proposal Form I – Certification of Affirmative Action	
47. Provide a completed Proposal Form J – Americans with Disabilities Act Of 1990	
48. Provide a completed Proposal Form K – Staffing, Wages, Overtime and Fringe Benefits for Proposer’s Staff Certification & Affidavit.	
49. Provide a completed Proposal Form L – Debarment/Suspension Certification	
50. Provide a completed Proposal Form M – Statement of Ownership Disclosure	
51. Provide a completed Proposal Form N – Contractor’s Assurance of Compliance	
52. Provide a completed Proposal Form O Disclosure of Investment Activities in Iran	
53. Provide a completed Proposal Form P- Certification of Non-Involvement in Prohibited Activities in Russia	
54. Provide a copy of NJ Public Works Proposer Registration Certificate.	
55. Provide a copy of the Proposers New Jersey Business Registration Certificate	
56. 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.	
57. Is the Proposer sub-contracting any part of this contract?	

Proposal Form E List of Five Public School Districts 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 five public school districts. One of the public school districts served must be of similar size or larger than Somerset County Vocational School 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 Public school district		
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 Public school district		
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 Public school district		
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 Public school district		
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 Public school district		
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 Public school district		
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 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 resources 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 Somerset County Vocational Board Board of Education RFP for : Custodial and Management 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 _____, 2024

Notary Public

My commission expires _____, 20

Proposal Form H -
Black Seal Certification

Indicate below your compliance or lack of compliance with New Jersey Black Seal regulations. By signing below the Contractor agrees that they shall supply the required of Black Seal licensed staff. Failing to provide the required number of Black Seals will result in disqualification.

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 pursuant to the specifications in this RFP.

(Name of Company)

Signature

Authorized Signature and Title

Date

Date

Proposal Form I (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/).

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.

Proposal Form I- 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 proposer’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 proposer 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 J
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Somerset County Vocational Board 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. 512101 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 K

**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 Somerset County Vocational Board 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 Somerset County Vocational Board 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 _____, 2024

Notary Public

My commission expires _____, 20

Proposal Form L
CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL AND STATE GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal or state government from contracting with a federal or state agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Somerset County Vocational Board Board of Education (“the Board”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board of Education to notify the Board in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting the Board to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal or state government from contracting with a federal or state agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of said Organization. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Somerset County Vocational Board Board of Education (“the Board”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board to notify the Board in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting the Board to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p>
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	<p>The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that is debarred, suspended, proposed for debarment, declared ineligible or disqualified by the New Jersey Department of Treasury or any Federal State agency and that prior to the award of the Contract, it will notify the Board if the Proposer or its principals appear on any of the lists or proposed for debarment.” and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal or state government from contracting with a federal or state agency.</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Somerset County Vocational Board Board of Education (“the Board”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board to notify the Board in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting the Board to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Proposal Form M

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Proposer has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Proposer/proposer; that the Somerset County Vocational Board School District is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Somerset County Vocational Board School District to notify the Somerset County Vocational Board School District in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Somerset County Vocational Board School District to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Proposal Form N
Contractor’s Assurance of Compliance

There may times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all proposers to sign a statement of Assurance of Compliance, acknowledging the Proposer’s understanding of the below listed requirements and further acknowledging the Proposer’s assurance of compliance with those listed requirements.

1. **Anti-Bullying Reporting—Requirement**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

2. **Criminal History Background Checks—N.J.S.A. 18A:6-7.1—Requirement**

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

3. **Pre-Employment Requirements**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 links below for guidance and compliance procedures. See the following links: <http://nj.gov/education/educators/crimhist/> and <https://www.nj.gov/education/crimhist/preemployment/>

4. **Sexual Misconduct/Child Abuse Disclosure Release**

When applicable, the contracted service provider shall comply with all applicable provisions that, as required by P.L. 2018, c.5, it will collect from its employees all documentation required by law, including a list of the staff member’s prior places of employment and an affirmative statement from the employee/applicant that he/she has never been the subject of a substantiated complaint of child abuse or sexual misconduct.”

The undersigned agrees that during the term of the contract we will comply with the above:

Company: _____ Signature: _____

Print Name: _____ Title: _____

Date: _____

Proposal Form O

Disclosure of Investment Activities in Iran Form

Bid Solicitation/Proposal Title: Custodial and Management Services

Vendor/Proposer Name: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Proposers must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Proposer listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Proposer, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Proposer _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.

Proposal Form P

**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor¹”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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.”

C. 271 Political Contribution Disclosure Form

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

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

Signature	Printed Name	Title
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J. Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Attachment B
Requests for Clarifications/Exceptions Form Due by May 10, 2024

Any questions and/or objections that a Proposer may have with regard to the legal or technical terms of the RFP must be stated on this form.

If the Proposer seeks to request consideration of forms of agreement, license agreements or to modify terms and conditions of the RFP and/or any addenda, they must be clearly stated below and on separate pages if necessary and returned during the question period. There is no legal obligation for the District to accept any Exceptions listed by the proposer.

Company Name _____

Authorized Signature _____

Company Address _____

Printed Name _____

Title _____

Telephone _____

REQUESTED MODIFICATIONS, CLARIFICATIONS, DOCUMENTS OR EXCEPTIONS TO BE CONSIDERED ARE NOTED AS FOLLOWS: *(Do not hand print or write must be typed. Please attach copies of any documents to be considered)*

Area with horizontal dashed lines for text entry.

Attachment C

New Jersey Business Registration Requirements (Informational)

Pursuant to N.J.S.A. 52:32-44, The Somerset County Vocational Board School District (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the Proposer, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- a) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- b) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- c) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.