

ECO Charter School

817 Carpenter Street

Camden, NJ 08102

Bid Specifications

Cleaning Services for the 2018-2019

School Year

ECO Charter School– Cleaning Specs -Request to Bid Cleaning Services for the 2018-2019 School
Year Bid No.: 03-18/19
June 7, 2018

**817 Carpenter Street,
Bridgeview Complex
Camden, NJ 08102
{856} 963-2627**

Bid Advertisement

REQUEST FOR BIDS

The ECO Charter School Board of Trustees in Camden, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a, b) – **Cleaning Services for the 2018-2019 School Year**

All necessary bid specifications and bid forms may be secured upon written request to: **Ms. Jennifer Bailey, Board Secretary/Business Administrator, ECO Charter School, Business Office, 817 Carpenter Street, Bridgeview Complex, Camden, NJ 08102 Email: j.bailey@ecocharterschool.org.**

Bids must be sealed, the envelope to bear the following information:

Bid Title - Cleaning Services for the 2018-2019 School Year Bid No.: 03-18/19 ECO

Name and Address of the Bidder and delivered to the Business Office of the ECO Charter School, 817 Carpenter Street, Bridgeview Complex, Camden, NJ 08102 **on or before June 7, 2018, at 10:00 AM Prevailing Time.**

The bid opening process will begin on the above date and time. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

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

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

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock

A Non-Collusion Affidavit and a Contractor Questionnaire / Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

All bidders shall submit with their bid package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. (N.J.S.A. 52:32-44)

The Board of Trustees reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities. The Board further reserves the right to take such alternates as they deem appropriate, and in any order that the Board feels may be in the best interest of the ECO Charter School.

Jennifer Bailey
Board Secretary/Business Administrator
ECO Charter School

Cleaning Services
TECHNICAL SPECIFICATIONS
2018-2019

Nature of Services

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

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

Nature of Facilities

General: This specification requests cleaning services at the following locations:

ECO Charter School (Original Bldg.)

817 Carpenter Street, Bridgeview Complex.

Camden, NJ 08102

For 2018-2019 the Original Bldg will house approximately 120 students in grades K-2 along with approximately 15 staff members.

and

ECO Charter School (Annex Bldg.)

808 Market Street

Camden, NJ 08102

For 2018-2019 the Annex Bldg will house approximately 100 students in grades 3-7 along with approximately 15 staff members.

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

Specific: This specification requests the above stated cleaning services for all floors in the building including classrooms, offices, stairwells, landings, corridors / halls, windows, interior and exterior doors, fixtures, glass, mirrors, venetian blinds and shades, desks and other furniture, instructional and non-instructional equipment, restrooms and related lavatory units.

General Conditions

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

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Term of Agreement- Contract term shall be for (1) one year with an option for (2) two one-year extensions at the discretion of the Board of Trustees. The initial (1) one year term of the agreement will commence on August 1, 2018 and conclude on June 30, 2019. Thereafter, this agreement is subject to (2) two (1) one year extensions at the School's option subject to the following conditions: a) the Contract shall be awarded by resolution of the School's Board of Trustees ("Board") upon a finding that the services are being performed in an effective manner; b) no such Contract shall be extended so that it runs for more than a total of (3) three consecutive years; c) any price change included as part of an extension shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any addendums agreed to by the Board; d) the terms and conditions of the Contract remain substantially the same; e) any price increase will not exceed the New Jersey Index Rate available at the time for the latest quarter (18A:ISA-42); and f) extensions are subject to the availability and appropriation annually of sufficient funds by the Board.

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

Employees performing services under this contract shall be selected by and supervised by the successful vendor who shall function as an independent contractor to the school(s). Any and all employees assigned to the ECO Charter School shall have passed NJ State Fingerprinting requirements pursuant to law for employment in a public school district. All employees, including the supervisor of the contractor must be screened, interviewed and approved by ECO staff to ensure that they meet the moral and ethical standards expected of an employee working in an elementary school setting. ECO reserves the right to disapprove of any employee who does not meet these requisites. Additionally, during the term of this contract, should there be any employee incidents or any situation that warrants the removal of an employee, ECO reserves the right to request the removal of any employee immediately. The Supervisor should have a good command of the English language. The cleaning supervisor will coordinate with Ms. Jennifer Bailey (ECO Business Administrator), or designee, with scheduling of tasks, logistics and any problems that may arise and/or need clarification.

All equipment, supplies and labor required for the performance of this contract shall be provided by the contractor at no cost to the Board.

Number of Staff -Contractor shall provide requisite two people (one full-time and one part-time) to accomplish the cleaning tasks as required during the "Hours of Services" listed below and complying with all specifications described herein.

Hours of Services – All services are to be performed on a five-day per week basis, one person for 6:00 am to 2:00 pm and one person for 12:00 pm to 4:00 pm.

Materials and Supplies - Winning contractor shall provide all cleaning and maintenance products that shall meet currently used standards or better. This includes all cleaning supplies such as wet mops, dust mops, cleaning equipment, disinfectants, cleaning agents etc. District has final say on all products used and can request products to be changed at any time. Winning vendor will supply the District with ECO sheets for all products used & brought onto school property. District can at any time provide its own materials and produce a credit from vendor on materials not used. ECO Charter School will provide all paper products including hand towels and toilet paper and hand soap as outlined above. Contractor will be responsible for re-filling these dispensers daily as need. The District shall provide all trash can liners used during the day operations by the ECO day custodian.

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

Pre-Bid Walkthrough: A pre-bid facility walkthrough will be provided upon request only on or before Wednesday May 31, 2018, at 2:00 p.m. at The ECO Charter School building located at 817 Carpenter Street, Bridge View Complex, Camden, NJ.

A. DAILY CLEANING SPECIFICATION

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

1. ALL OFFICES, CLASSROOMS, LABS, MEDIA CENTERS, CAFETERIAS.

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

2. LIMITED CLEANING AROUND COMPUTER TABLES/COMPUTER TERMINALS

- a. Use a feather duster to dust computers, screens, towers and a damp cleaning cloth daily to wipe computer tables.
- b. Don't move or disturb any paperwork left on computer tables. Dust around paperwork.
- c. Do not attempt to clean the computer equipment keyboards and cabling. Do not clean computer equipment that is operating or left in the "on" position. Never unplug a computer power cord for any reason.

3. ENTRANCES, LOBBIES AND HALLWAYS

- a. Empty, separate, and remove all recyclables. Empty and remove trash in waste receptacles. Move to a collection point and dispose of **trash** in proper disposal Daily

containers or dumpsters. Damp wipe waste receptacles inside and out to remove soil.
 Replace plastic liners when used in waste receptacles.

- b. Clean smudges and soil from glass in partitions. Daily
- c. Thoroughly vacuum and spot clean all stains on all mats and carpeted areas. Daily
- d. Spot clean finger marks and smudges on walls, door facings and doors. Daily
- e. Entry doormats are to be shaken out, spot cleaned and vacuumed. Daily
- f. Entryway door frames to be wiped clean daily Daily

4. STAIRWAYS/RAMPS

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

5. OFFICES, TEACHERS' LOUNGES AND CONFERENCE ROOMS

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

6. BATHROOMS

- a. Bathrooms will be thoroughly sanitized each morning. Daily
- b. Check and refill toilet paper dispensers, paper towel dispensers, and soap dispenser with hypoallergenic, anti-bacterial soap (provided by district). Daily
- c. Empty all waste receptacles, remove waste, including stall disposal receptacles, to a collection point and dispose of trash in the proper disposal containers or dumpsters. Replace with clean liners. Daily
- d. Disinfect all plumbing fixtures, including all basins, toilet bowls including the toilet seats (topside and under sides), and leave toilet seats up after cleaning. Clean all urinals inside and out. Daily
- e. Damp wipe all partitions with disinfectant. Spot clean all walls. Remove all graffiti on all walls, stalls, and other surfaces. Daily
- f. Sweep and wet mop floors with a disinfectant cleaning agent. Daily
- g. Report any damage, hazardous conditions, or vandalism to Supervisor and District. Daily

7. NURSES' OFFICES, REST CUBICLES AND BATHROOMS

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

B. SUMMER CLEANING SPECIFICATION

Summer cleaning shall take place between August 1st and the first day of School as indicated on the School calendar provided with this bid package.

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

1. FLOOR FINISH

- a. All Terrazzo and VCT floors shall be stripped bare and re-finished.

2. FLOOR POLISHING

- a. Upon re-finishing of floors they shall be kept in a high gloss condition. Contractor shall periodically remove any scuff marks, scratches and black marks as they appear.

b. ALL floors including classrooms and hallways shall be buffed the day prior to the opening of school.

3. CARPET SHAMPOOING AND EXTRACTING

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

4. CLEAN/POLISH ALL FURNITURE

All classroom, cafeteria and office furniture shall be scrubbed clean and wiped down with a disinfectant cleaner.

- a. Remove all ink, marker, pencil, crayon marks and all gum from desks and chairs.

5. WALLS, LOCKERS INTERIOR AND EXTERIOR

- a. All wall surfaces shall be scrubbed clean to remove any marks, stains etc. and wiped clean with a disinfectant solution.

6. VENETIAN BLINDS

- a. Damp wipe/Dust all venetian blinds/shades

7. INTERIOR WINDOWS

- a. Wash all interior windows and window frames.

8. DIFFUSERS

- a. Clean and wash all ceiling diffusers.

9. BATHROOMS

- a. Bathrooms will be thoroughly sanitized during the summer cleaning
- b. Check and refill toilet paper dispensers, paper towel dispensers, and soap dispenser with hypoallergenic, anti-bacterial soap (provided by district).
- c. All waste receptacles, including stall disposal receptacles, shall be thoroughly cleaned and disinfected inside and out. Can liners shall be replaced.
- d. Disinfect all plumbing fixtures, including all basins, toilet bowls including the toilet seats (topside and under sides), and leave toilet seats up after cleaning. Clean all urinals inside and out.
- e. Damp wipe all partitions with disinfectant. Spot clean all walls. Remove all graffiti on all walls, stalls, and other surfaces.
- f. Machine Scrub and wet mop floors with a disinfectant cleaning agent.
- g. Report any damage, hazardous conditions, or vandalism to Supervisor and District.

10. BASEBOARDS

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

11. HIGH DUSTING/WIPING

- a. Damp wipe/dust all high-level ledges and fittings not listed for dusting.

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

Name of Company/Firm _____

—

Company Agent _____

SIGNATURE _____ **Date** _____

BID FORM

ECO Charter School Cleaning
Services for the 2018-2019 School Year

Company Name _____

Lump Sum Contract Amount \$ _____

Authorized Company

Representative Signature _____

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor

union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at:

http://www.state.nj.us/treasury/contract_compliance.

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.

COMPANY:

SIGNATURE:

PRINT NAME:

TITLE:

DATE: _____

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 11901 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Home Address: _____ Phone#: _____

Name: _____

Home Address: _____ Phone#: _____

Name: _____

Home Address: _____ Phone#: _____

Subscribed and sworn before me this ___ day of _____, 2__. (Notary Public)

My Commission expires: (Affiant)

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

NON-COLLUSION AFFIDAVIT

State of New Jersey County of _____ ss:

I, _____ residing in _____
(name of applicant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

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

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the ECO Charter relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

_____, 2018

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____
(Seal)

BID DOCUMENT CHECKLIST*

Required by owner Submission Requirement

Initial each required entry and if required submit the item

	Stockholder Disclosure Certification
	Non-Collusion Affidavit
	Bid Proposal Form
	Equipment Certification
	Mandatory Affirmative Action Language
	Prevailing Wage
	Americans with Disabilities Act of 1990 Language
	Proof of Business Registration

This form need not be submitted.

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

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

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

Name of Bidder: _____

By: _____ (Signature)

(Print) Name of above: _____

(Print) Title: _____

Date: _____

Instructions To Bidders And Statutory Requirements

I. SUBMISSION OF BIDS

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

June 7, 2018

II. INTERPRETATION AND ADDENDA

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

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

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

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

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

D. Discrepancies in Bids

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

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

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

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

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

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

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

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

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

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

2. General Liability Insurance

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

Other Forms Of Insurance Required CERTIFICATES OF THE REQUIRED INSURANCE

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

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

IV. PRICING INFORMATION FOR PREPARATION OF BIDS

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

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

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

V. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods and Services (including professional services) Contracts

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

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27 4.

B. AMERICANS WITH DISABILITIES ACT OF 1990

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

C. STOCKHOLDER DISCLOSURE

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

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business Registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are also mandatory requirements of the bid proposal and contract.

X PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJ.AC. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://www.nj.gov/labor/wagehour/regperm/public_contracts_general.html

X THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

The law defines Public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [1, J.S.A. 34: 11-56.26(5)]. The term means:

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

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://www.nj.gov/labor/wagehour/regperm/public_contracts_general.html

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

H. NON-COLLUSION AFFIDAVIT

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

I. PAY TO PLAY

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

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

VIII. METHOD OF CONTRACT AWARD

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

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

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (NJ.SA 40A: 11-24b)

X. TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

H. The owner may terminate the contract for convenience by providing 30 calendar days advanced notice to the contractor.

PAYMENT

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action

Plan Approval Certificate of Employee

Information Report Employee

Information Report Form AA302

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