

TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

CUSTODIAL SERVICES

CONTRACT

BID NO. 22-07

BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.

THURSDAY, June 28, 2022

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**Angela Socio
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
22-07	Custodial Services

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday, June 28, 2022** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour. Please note that proper face coverings and social distancing protocols are in effect.

It is suggested that a walk through of the property be scheduled with Charles Johnson for June 16, 2022, at 10 am and he can be reached at 732-329-4000 ext. 7253

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304, emailing asocio@sbtnj.net or visiting www.southbrunswicknj.gov.

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

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

Angela Socio
Purchasing Agent

To be advertised: **Thursday, June 10, 2022**
Home News & Tribune

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT

General Provisions

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Thursday, June 28, 2022**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the “**Custodial Services**” will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, “**Custodial Services**”. If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, “**Custodial Services**”. All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
4. Bidders are to submit the non-collusion affidavit with the bid proposal form.

5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**

6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.

7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.

8. A bid bond is not required.

9. The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his 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 a performance bond in the amount of the open balance of the contract.

12. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and

addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

15. Delivery date of the system must be specified on the Bid Proposal Form.

16. All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 22-07**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set 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 ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND ATTACHED TO THE BID PROPOSAL.

28. The effective period for the contract will be one year unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of

unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. A Performance Bond is not required.

31.

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 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.

32. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined
single limit for bodily injury and
property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

33. Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

34. When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals the township may award the contract to the bidder whose response, in the discretion of the township, is the most advantageous, price and other factors considered.

35. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, 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 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 of 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 proceedings 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 Township 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.

37. New Jersey Business Registration Requirements

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 to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the 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) 292-9292.

All bidders must have a valid registration at time of award of contract.

Signature _____ **Date** _____

Printed Name & Title _____

SOUTH BRUNSWICK TOWNSHIP
SPECIFICATIONS FOR CUSTODIAL SERVICES

SCOPE

These specifications describe the required custodial services for South Brunswick Township buildings as follows:

	<u>Approximate</u>
1. Municipal Building and Restrooms	40,000 sq. ft. Carpet, 8,500 sq. ft. Tile
2. Public Works/Utilities Building	9,500 sq. ft. Carpet, 1,500 sq. ft. CT
And Restrooms	11,500 sq. ft. VCT Tile
3. Community Center (West New Road)	14,000 sq. ft.
4. Senior Citizens Center	16,000 sq. ft. Carpet
	25,000 sq. ft. Tile
5. Police Department Wing	25,000 sq. ft. Carpet
	4,000 sq. ft. Tile

TOTAL 155,000 sq. ft.

SERVICES:

Services as described shall be provided on the days indicated, including Holidays as indicated. All Meeting Rooms in the Municipal Complex and Senior's Center will be checked and cleaned prior to 6:30 p.m. (Meetings generally start between 6:30 - 8:00 p.m.). Cleaning Contractors may work in lobbies, lounges and bathrooms during meetings as necessary but not in meeting rooms in use. Court offices will be cleaned twice per week beginning at 4 pm, schedule will be provided. Due to night time use of the Community Center, office cleaning shall not start before 9:30 p.m. and the remainder of the building cleaning shall not start earlier than 10:00 p.m. Special Events at the Community Center and Senior's Center on Friday nights (approx. 20 per year) shall be cleaned on the Saturday morning immediately following the event prior to 9:00 am. Schedules will be provided. Contractors are not accountable if schedules are not provided. No cleaning will begin before 4:30 pm Monday-Friday in any of the Township buildings without approval from the Township.

Six (6) Night Weekly Service (Monday – Saturday) Police Wing and EMS office located basement level in DPW Utilities Building Including Holidays

A. **Daily Chores**

1. Sweep/dust all tile floors, landings and stairways. Tile floors must be kept clean and preserved.
2. Vacuum all carpets in hallways and all counter areas, and office spaces.
3. Mop all tile floors nightly.
4. Empty all indoor and outdoor trash/ashtray receptacles, remove trash to proper storage location and replace plastic liners nightly. Note: All trash liners will be replaced not emptied and reused.
5. Clean mirrors; clean and disinfect toilets, urinals and face bowls and counter tops.
6. Fill all paper towel, soap and toilet paper dispensers in restrooms, break rooms and office areas as needed nightly.
7. Clean break rooms to include damp wiping with spray disinfectant all tables, chairs, counter tops, sinks, appliances, waste and recycling containers and any can lids.

B. Weekly Chores

1. Clean partitions and walls in restrooms.
2. Clean Judge's bench in courtroom and tables in all meeting rooms.
3. Scrub clean and disinfect Police wing and EMS showers, weight and locker rooms. Must use a product for disinfecting and cleaning shower stalls. (Such as Tilex mold & mildew remover or equivalent in showers).
4. Detail clean all offices, meeting rooms, police dispatch, elevators, and jail cells.
5. Vacuum in corners, under desks in all departments, offices and hallways.
6. Dust all desks, cabinets, shelves and window ledges.
7. Sweep and mop all non-carpeted floors.

Five (5) Night Weekly Service (Monday-Friday) - Municipal Building, Senior Center, Community Center, DPW/Utility Building.

A. Daily Chores:

1. Sweep/dust all tile and slate floors, landings and stairways. Tile floors must be kept clean and preserved.
2. Vacuum all carpets in hallways and all counter areas.
3. Mop all tile floors nightly.
4. Empty all indoor and outdoor trash/ashtray receptacles, remove trash to proper storage location and replace plastic liners nightly. Note: Trash liners will be replaced not emptied and reused.
5. Clean mirrors; clean and disinfect toilets, urinals and face bowls and counter tops.
6. Fill all paper towel, soap and toilet dispensers in restroom, break room and office areas as needed nightly.
7. Clean break rooms to include damp wiping with spray disinfectant all tables, chairs, Counters, sinks, appliances, waste and recycling containers plus any can lids.
8. Senior center kitchen and cafeteria area garbage will be taken out (5) nights a week. Liners replaced with not less than 1.5mil bags. (Trash liners will be replaced not emptied and reused.)
9. Senior center cafeteria tables and chairs will be wiped down nightly. The cafeteria floor is to be swept and mopped every night.

B. Weekly Chores:

1. Clean partitions and walls in restrooms.
2. Clean all tables in all meeting rooms.
3. Clean and disinfect Utilities Building and Senior Center showers. Must use a product for disinfecting and cleaning shower stalls. (Such as Tilex mold & mildew remover or equivalent in showers.)
4. Detail weekly clean all offices, meeting rooms, elevators and stairwells. Work shall include vacuuming (corners, under desks, etc.) and dusting desks, cabinets, shelves, ledges, etc.
5. Office carpet vacuumed
All non-carpeted floors swept, mopped.

All tables and chairs in office wiped down.

- C. Bi-Monthly Chores (All Buildings)

1. Bathrooms - Complete scrubbing of ceramic tile walls, partitions, bowls, basins and urinals; and complete machine scrubbing of floors followed by a disinfectant wash.
2. Vacuum all fabric-covered furniture.

D. Quarterly Chores

1. Clean all ceiling vent diffusers and air returns, the surrounding tiles, the tile frames, walls and fixtures of vent dust.

E. Floors (All Buildings)

1. Vinyl Tile
 - a. Spot clean as needed.
 - b. Spray buff as needed.
2. Slate Tile
 - a. Spot clean as needed.
 - b. Clean and apply stone sealer as needed.
 - c. Spray buff as needed.

Note: Must provide advanced notification prior to the above work (C, D, E) being performed to the Public Works designee to allow for follow-up instructions.

Optional bids will be accepted for:

- a. High dusting (light fixtures)
- b. Kitchen cleaning
- c. Dusting blinds
- d. Carpet shampooing
- e. Vinyl floors strip/wax

OPTIONAL SERVICES: Municipal Building, Utilities Building, Community Center and Senior Center

The following chores may be included in the contract at the Township's discretion. Separate bids shall be provided on the proposal page. A contract will be awarded on the basis of the lowest combination of bids (base bid plus options) as selected by the Township, whose decision shall be final. Multiple contracts will not be awarded. Payment will be made following completion of the service. DO NOT include these costs in the base bid. South Brunswick

Township reserves the right to add or delete any optional service at any time during the term of the contract at the unit prices bid.

A. Quarterly Optional Chores

1. High dusting (dusting and damp wiping of light fixtures, lamps)
 - a. Municipal Building
 - b. Public Works/Utilities Building
 - c. Community Center
 - d. Senior Center

2. Kitchens (Senior Center and Community Center) - Complete scrubbing of exterior surfaces of exhaust hoods, walls, sinks, tables and exposed plumbing; and machine scrubbing of floors followed by a disinfectant wash.

B. Optional Bi-Annually

1. Dust blinds - All buildings

C. Optional Carpet Shampooing – As Required

1. Shampoo all carpets-offices and public areas (halls, main meeting room, conference rooms)
 - a. Municipal Building
 - b. Public Works/Utilities Building
 - c. Community Center – 2 offices annually
 - d. Senior Center

Note: Heavy items, i.e., file cabinets need not be moved. Movable items, i.e., desks, tables, etc. to be moved by the Township. Carpet treatment (i.e., Scotchguard) shall be applied by the contractor following each shampooing. No shampooing or treatment to occur without prior scheduling through the Public Works Director or designee.

D. Floor Stripping

Strip and re-wax all vinyl tile floors once per year. (Floors at Community Center must be done after hours or on weekends). The lunchroom (Cheers Room) in the Senior Center will be stripped and re-waxed bi annually.

HOLIDAYS

No Municipal service is required on the following holidays:

*Police Department and EMS cleaning only:

New Year's Day	Fourth of July
Martin Luther King's Day*	Labor Day*
Washington's Birthday*	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Memorial Day*	Christmas Day
Good Friday*	Columbus Day*
Election Day*	Friday after Thanksgiving*

The contractor shall verify the actual dates of these closings.

MATERIALS AND EQUIPMENT

All materials, equipment and supplies (i.e., toilet tissue, towels, soap, deodorant blocks and liquid, etc.) shall be supplied by the contractor; the quality of same subject to Township approval as compared against the particular brands listed below for normal operations:

<u>Cases</u>	<u>Approximate No. of</u>
a. Paper towels: Multi fold Georgia Pacific Premium white 20887 Bigfold Z or equal	600
b. Paper towels: Rolls	75
c. Toilet tissue 2-ply Scott brand 04460 02 must be 4.5in x 3.75in or equal	200
d. Boxed hand soap: GOJO Pink & Klean 9128 or equal	50
e. Plastic bags (24 liners) No less than 1.2mil	60
(48 liners) No less than 1.5mil	60
Seniors kitchen(33x39 liners) No less than 1.5mil	50
Seniors Cheers(38x58 liners) No less than 1.5mil	50
f. Restroom cleaning solvent Comet Disinfectant Cleaner with Bleach	50
g. Tilex mold and mildew remover or equal.	35
h. Lysol All-purpose cleaner trigger, lemon breeze scent. Spray bottle or equal.	35

ALL supplies must meet or exceed our specifications. Any changes must be approved by the Township.

STORAGE OF SUPPLIES:

The supplies for immediate used by the custodial service may be stored in partial cases in the Township facilities. The Township also requires adequate inventory

be stored on site for emergencies. Minimum stock of three (3) cases of toilet paper, soap and paper towels at all times in all Township facilities.

ENERGY REDUCTION:

In cooperation with the Township energy reduction program, lights shall only be turned on in the immediate area being cleaned and all lights shall be turned off upon leaving the area. Janitor's closets shall be maintained to the same standards as the remainder of the building. The Township shall provide additional shelves, hooks, etc., as may be needed. Sprinkler valves and controls, electrical panels, etc., shall be unobstructed at all times. All waxes, cleaners, polishes, etc. shall be labeled in accordance with the NJ Employees Right-to-Know Statutes. Material Safety Data Sheets shall be provided to the Township for all applicable material.

PERIOD OF CONTRACT

This contract shall commence upon execution of the contract and shall continue for twelve (12) months. South Brunswick Township is exploring a joint services agreement with other government agencies and "protected" labor groups. The Township reserves the right to terminate this contract upon sixty (60) days notice to facilitate such joint services.

INSURANCE

The contractor must be bonded; show proof of insurance coverage and workers' compensation.

INSPECTION/COMPLAINTS

There will be a weekly inspection of all facilities between contractor and Township's representative. All work must meet Township's approval. The Township shall institute a complaint management system that will centralize complaints, usually a daily fax. The Director of Public Works, or his designee, shall coordinate communication of complaints or problems to the contractor's representative. The contractor shall correct conditions leading to the complaint within 24 hours. The contractor must be able to communicate effectively with the Township personnel so that the required services may be rendered in an efficient and timely manner. Failure of the contractor to correct the problem(s), or appropriately respond, shall result in a written notice of Unsatisfactory Service and may result in reduced payments or contract cancellation.

CANCELLATION OF CONTRACT

Any contractor accumulating three (3) Unsatisfactory Service notices in a ninety (90) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Township.

PENALTIES

In the event of a default in performance by the Contractor, the Township will suffer damages. Certain of these damages may be reasonably ascertained, however, others consist of intangible losses which are difficult to accurately calculate and assess. For these tangible losses, the Contractor shall be liable for and the Township may deduct from any amount then due to the Contractor, liquidated damages in the amount of \$500.00 per day for each failure on the part of the contractor to perform any of the custodial services described herein. The sum determined pursuant to this paragraph is not a penalty, but an attempt to reasonably forecast the potential harm due to intangible losses caused by the contractor's breach. The contractor acknowledges that in submitting its bid and in accepting the award of this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Township had negotiated the amount of liquidated damages at arm's length.

The election of the Township to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Township in the event it shall later elect to terminate the contractor for breach or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the contractor exceeds the amount of all monies due and to become due to the contractor, the contractor shall pay the balance to the Township. Nothing herein shall prohibit the Township from pursuing any claim for compensatory damages for all actual losses resulting from the contractor's failure to comply with the terms of the contract.

If for any reason the Township staff is summoned to the building (s) after hours to assist the custodial staff, the custodial company will absorb Township expenses for that event.

ITEMIZED BILLING

The contractor must submit, monthly, a billing for the previous month showing the various contractual chores performed during that month. Items identified as quarterly, bi-annually and annually, etc. shall only be billed in the month following delivery of service. All other chores shall be included in the annual base bid which shall be paid in equal monthly installments.

BID INSPECTION

All bidders are strongly encouraged to physically inspect each building described herein. All counts, square footage's, etc. are based on the best information

available. Verbal information, i.e., number of toilets, number of lights, square footage's, etc. will not be provided by the Township. Appointments for pre-bid inspections shall be made through Charles Johnson for June 16, 2022, at 10 am and he can be reached at 732-329-4000 ext. 7253

BUILDING SECURITY

Office areas or buildings shall not be left unlocked. Individual offices, office groups or buildings may only be unlocked when cleaning crews are present and working.

Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

Prior to commencing service, (arrangements should be made when bid is awarded) the contractor's employees shall be processed through the Township Police Department for identification purposes. The cost of such processing is \$40.00 per person to be paid by the contractor. All employees shall be processed and provided access buttons prior to the first day of service; this process cannot be completed on the first day of contract service.

The custodial staff must enter/exit through the Police Department, sign in/out and retrieve/return keys and access buttons from the custodial closet daily. The lead person may take home the access button; all other buttons and keys must remain in the building.

CONTRACT EXTENSION

Any contract for services, the statutory length of which is for three years or less, may be extended for no more than one two-year or two one-year extensions, but in no event for more than a total of five consecutive years. Any such extension can only be by resolution of the Township Council upon a finding by the Council, in its sole discretion that the services already provided have been performed in an effective and efficient manner. 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 previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. All terms and conditions of the contract shall remain substantially the same. Any such extension of the contract shall be done prior to the expiration of the contract.

GENERAL

Any entity submitting a bid for this service must have at least 5 years experience providing comparable services in public/private buildings of at least 100,000 sq ft.

**SOUTH BRUNSWICK TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE**

**SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

OR

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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 Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"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, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal 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 bidder 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."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation) Other (be specific): _____

Part II

- I certify that 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.

OR



I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder 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.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on _____ each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn to before me this ____ day of _____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

CERTIFICATION OF CONTRACTOR

NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township.

I

further certify that, to the best of my knowledge, the representation of other clients of

_____ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township _____ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose _____ to any

Individual or Firm

penal statutes pertaining to false material certifications.

CONTRACTOR _____

Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this

day of _____ 20____.

Notary Public

TOWNSHIP OF SOUTH BRUNSWICK
BID PROPOSAL FORM

The undersigned bidder declares he has read the Notice to Bidders, Instructions to Bidders and Specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

CUSTODIAL SERVICES

Bid Amounts: ANNUAL TOTAL

I. Base bid (paid in equal monthly payments) Municipal Building, Public Works/Utilities Building, Community Center, Senior Center

\$_____

II. Options

A. Quarterly chores
Municipal Building, Public Works/Utilities Building, Community Center, Senior Center,

1. High dusting

\$_____per quarter X 4 = \$_____

2. Kitchen cleaning

a. * Community Center

\$_____per quarter X 4 = \$_____

b. Senior Center

\$_____per quarter X 4 = \$_____

B. Bi-annually Dust blinds (All Buildings)

\$_____per quarter X 2 = \$_____

\$_____

C. Carpet shampooing: Municipal Building, Public Works/Utilities, Community Center and Senior Center

1. Public areas \$_____annually \$_____

2. Office areas \$ _____ annually \$ _____
D. Vinyl tile floors
1. Strip and re-wax \$ _____ annually \$ _____

E. Vinyl tile floors – (Cheers Room) Senior Center
1. Strip and re-wax \$ _____ bi-annually \$ _____

GRAND TOTAL \$ _____

SPECIAL EVENTS: At *Community Center and Senior Center.
Example: Community Unity, large weddings, etc. Price per time
for cleaning on Saturday or Sunday for each building.

Not to exceed 8 events per building. \$ _____

Any questions, please call Charles Johnson Foreman at 732-329-4000 extension 7253

Accompanying this proposal is a certified check in the amount of \$ _____ N/A _____, or a
bid bond in the amount of \$ _____ N/A _____, payable to the Township of South
Brunswick which has to be forfeited as liquidated damages if, in the event that this proposal is
accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as
required.

Company _____

Address _____

Telephone _____

By _____
(Signature)

Name – Type or Print

Witness _____ Title _____

Date _____

On the attached sheet, please list three companies with whom your company has had business with in the
past year and submit with bid proposal.

REFERENCES

Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

**TOWNSHIP OF SOUTH BRUNSWICK
BID DOCUMENT CHECKLIST**

**Required by
OWNER**

**Read, Signed
& Submitted**

Stockholders Disclosure Certification

Non-Collusion Affidavit

Bid Proposal Form

Affirmative Action Questionnaire

Non-Conflict of Interest

Public Works Contractor Registration

**Bid Guarantee
(with Power of Attorney for full amount of Bid Bond)**

**Endorsement of Surety
(with Power of Attorney for full amount of Bid Price)**

Reviewed

Business Registration Certificate

Prevailing Wage

Americans with Disabilities Act Language (Mandatory)

Affirmative Action Language (Mandatory)

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation