

Warren County Community College
475 Route 57 West
Washington, N.J. 07882



Request for Bids:
Professional Cleaning Services
23-01

Office of Campus Operations
Dennis Florentine
Dean of Administration

**475 Route 57 West
Washington, N.J. 07882**

REQUEST FOR BIDS: PROFESSIONAL CLEANING SERVICES

Key Dates:

Request for Bids Available: March 21, 2022

Key Dates for Bids:

Site visit at the main campus located in Washington
at 475 Route 57 West, Washington, N.J. 07882
at 3:00 pm March 25, 2022

Any Clarification Questions on the RFB must
be received by the College in writing by: March 29, 2022

College will respond to all potential firms
With answers to clarifying questions by: April 6, 2022

Bids must be received by the College
by 1:00 pm on: April 28, 2022

Tentative Decision Date:

Contract Awarded by Board of Trustees: May 21, 2022

Contact Information for questions:

Mr. Dennis Florentine
Dean of Administration
Warren County Community College
475 Route 57 West
Washington, NJ 07882-9605
Fax (908) 689-9262
Email dflorentine@warren.edu

**WARREN COUNTY COMMUNITY COLLEGE
475 ROUTE 57 WEST
WASHINGTON, NJ 07882**

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REQUEST FOR BIDS: PROFESSIONAL CLEANING SERVICES

**WARREN COUNTY COMMUNITY COLLEGE
475 ROUTE 57 WEST
WASHINGTON, NJ 07882**

FORMS

- FORM A: Bidder's Checklist**
- FORM B: Bid Proposal Form**
- FORM C: Acknowledgment of Receipt of Addenda**
- FORM D: New Jersey Business Registration Certificate**
- FORM E: Non-Collusion Affidavit**
- FORM F: Stockholder Disclosure Certification**
- FORM G: Disclosure of Investment Activities in Iran**
- FORM H: Equal Employment Opportunity requirements**
- FORM I: Affirmative Action Evidence**
- FORM J: Americans with Disabilities Act**
- FORM K: Bid Bond**
- FORM L: Consent of Surety**

1.0 SUMMARY

Warren County Community College (“College”) is issuing a Request for Bids (RFB) for **Custodial Services** to begin on or about July 1, 2022 through on or about June 30, 2023 at its main and satellite campus locations in Washington Township, New Jersey and Phillipsburg, New Jersey. The awarded Contract is subject to a renewal option on the part of the College which would allow the College, in its sole discretion, to extend the Contract for a second and/or third year. Procurements made on behalf of Warren County Community College are subject to the County College Contracts Law, N.J.S.A. 18A:64A- 25.1 et seq., and in conjunction with Pay to Play legislation, N.J.S.A. 19:44A-20.4 et seq.

Bids must be received by the College at the College’s Office of Campus Operations located at 475 Route 57 West, Washington, N.J. 07882, no later than April 28, 2022 at 1:00 p.m. A site visit is planned for March 25, 2022 at 3:00 pm at the Main Campus. **All Bids must be submitted in a sealed envelope, which the Bidder should mark on the outside thereof with a reference to the subject Bid.** Bids may be submitted by mail, courier service, or hand delivery. Bids will not be opened until the formal bid opening on the scheduled Bid date. At the time and place of the scheduled Bid opening, the contracting agent of the College shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are present. A proper record of the prices and terms shall be made. No bids shall be received after the time designated in the advertisement.

Bidders should carefully review the College’s RFB in order to gain a thorough understanding of its requirements and instructions for Bid submittal. Any questions must be submitted in writing by the date and time indicated in the RFB. The College will compile all of the questions and distribute the questions and answers via a formal addendum.

Notice of revisions or addenda to the advertisements or the Bid documents shall be published in a legal newspaper no later than seven days, Saturdays, Sundays and holidays excepted, prior to the Bid due date. Such notice shall be provided to any person who has submitted a Bid or who has received a copy of the RFB, in one of the following ways: (a) in writing by certified mail or (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender. Failure to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the College shall not be considered failure by the College to provide notice.

No portion of the scope of services encompassed by this RFB may be subcontracted by Bidder without the prior written consent of the College.

Bidders shall submit with their Bid all of the documentation requested herein, including, but not limited to the following items:

- Form A: Bidder’s Checklist;
- Form B: Bidder’s Bid Form;
- Form C: Bidder’s Acknowledgement of Receipt of Addenda;
- Form D: Bidder’s N.J. Business Registration Certificate;

- Form E: Bidder’s Non-Collusion Affidavit;
- Form F: Bidder’s Ownership Disclosure;
- Form G: Bidder’s Disclosure of its Investment Activities in Iran;
- Form H: Bidder’s EEO Agreement;
- Form I: Bidder’s Affirmative Action Evidence; and
- Form J: Bidder’s Agreement re: Americans with Disabilities Act
- Form K: Bid Bond
- Form L: Consent of Surety

It is imperative that all of the required forms are properly completed and submitted with the Bid. The College may reject a Bid for failure to submit any of the identified Forms.

2.0 KEY DATES

- Request for Bids (RFB) Available: March 21, 2022
- Site Visit at 3:00 pm. to meet at the Washington main campus in the Office of Campus Operations, located at 475 Route 57 West, Washington, N.J. 07882. March 25, 2022
- Any Clarification Questions on the RFB shall be received by the College in writing by: March 29, 2022

Inquiries will not be accepted by telephone. All Bidders who received RFBs will receive copies of both the question asked and answer given by the College.

Questions concerning this request can be addressed, e-mailed, or faxed to:

Dennis Florentine
 Dean of Administration
 Warren County Community College
 475 Route 57 West
 Washington, NJ 07882
 Fax: (908) 689-9262
 Email: dflorentine@warren.edu

- College will respond to all potential Bidders with answers to clarifying questions by: April 6, 2022
- Bids must be received by the College by 1:00 p.m. on: April 28, 2022

An original and two copies of required response to the RFB must be delivered by **April 28, 2022 by 1:00 p.m.** to the following address:

Office of Campus Operations
Warren County Community College
475 Route 57 West
Washington, NJ 07882

- Tentative Decision Date for Contract Award
by Board of Trustees : May 21, 2022

3.0 BACKGROUND ON THE RFB

The College is a fully accredited, two-year institution of higher education offering Associate's degrees and certification in a variety of academic areas. The College is open year-round, although its peak periods of operation are September through December and January through mid-May. The College serves approximately 1,500 students on campus, over 60 full-time faculty, staff and administration, and over 75 part-time instructors. Classes are held Monday through Thursday from 8:00 am to 10:20 pm and generally 9:00 a.m. to 5:00 p.m. on Fridays and Saturdays.

During the months of October, November and April, the College may conduct "Power Pack" weekends extending classes through Sunday afternoons. This program is only offered at the Washington main campus.

During the period between Christmas and New Year's Day, the College is closed. Beginning the day after New Year's the College's administrative offices re-open and the full spring semester begins approximately the third week of January (See the academic calendar.)

The College's Main Campus, located at 475 Route 57 West, Washington, NJ, is situated over approximately 80 acres of property with one main building. The main building consists of two floors housing classrooms, toilet rooms, labs, common areas, administrative office space, a 124 seat lecture hall and storage space. The square footage is 82,000 sq. ft.

The College has an Education Center located at 445 Marshall Street, Phillipsburg, NJ, nine miles west of the Main Campus. The College utilizes only a portion of this building, consisting of 37,000 sq. ft., which houses classrooms, toilet rooms, office space and common areas.

4.0 TERM OF THE CONTRACT

The Contract awarded shall be for the period commencing on or about July 1, 2022 through on or about June 30, 2023 with two renewable one-year terms for the periods on or about July 1, 2023 through on or about June 30, 2024 and on or about July 1, 2024 through on or about June 30, 2025 pending approval by the College Board of Trustees. Such renewals shall be solely at the option of the College and on the terms described in this RFB.

The Bidder's initial-year's price submitted on the Bid Proposal Form shall be the basis for determining the Contract award. The College has the option of renewing the awarded Contract for a second and third year. Bidders must include their bid prices for the option year two and year three of the Contract on the Bid Proposal Form. The option to renew a Contract is strictly within the College's sole discretion.

The College, for its convenience and without cause, may terminate the Contract thirty days after giving the vendor prior written notice of such intent. If the Contractor fails to comply with any of the obligations of the Agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time, the College shall have the right to terminate the Agreement for cause immediately.

5.0 PERFORMANCE REQUIREMENTS

5.1.1 Bidders must submit with their Bid a detailed summary of the Contractor's Quality Assurance Program and Employee Training program.

5.1.2 The Contractor must comply with all local, state and federal laws and regulations, including payment of at least minimum wages, equal employment opportunity and affirmative action requirements.

Bidders are advised that New Jersey has adopted revisions to the minimum wage law, and should carefully examine the revised requirements. Subject to the specific terms of the statute and any exceptions that may apply, the following minimum wages will be required to be paid for the term of the Contract, as may be renewed at the option of the College:

- **On July 1, 2019, the minimum wage was raised \$10.00 per hour.**
- **On January 1, 2020, the minimum wage was raised to \$11.00 per hour.**
- **On January 1 of each year from 2021 to 2024, the minimum wage shall be increased from the rate of the preceding year by \$1.00 per hour.**

5.1.3 The Contractor must procure and maintain the insurance policies with the indicated limits as defined in Section 9.

5.1.4 The Contractor shall provide for a criminal investigation background check on all employees prior to start of work. No employee shall be permitted to work in any school building prior to this check or if this check reveals a criminal background.

5.1.5 The Contractor must provide an employee "Right-to-Know" program.

- 5.1.6 The Contractor shall satisfactorily and timely furnish all services and/or goods and equipment as set forth in the Section 14, Specifications and Scope of Work.
- 5.1.7 The Bidder must submit a guaranty that it will enter into the Contract if awarded the bid as the lowest responsible bidder, in the form of a Bid Bond, substantially in the form annexed as Form K, in the amount of 10% of the bid, but not in excess of \$20,000, or, at the option of the bidder, by certified check or cashier's check drawn to the order of the College, in conformance with N.J.S.A. 18A:64A-25.16.
- 5.1.8 Upon being awarded the Contract, the successful bidder must submit a certification by a surety duly qualified to engage in the surety business in the State of New Jersey, consenting to provide a separate performance bond and labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price, conditioned so as to indemnify the Owner against any loss due to the failure of the Contractor to meet its obligations under the awarded Contract, utilizing a form of Consent of Surety substantially in the form annexed as Form L, in conformance with N.J.S.A. 18A:64A-25.16. Such Consent of Surety, where signed by an attorney-in-fact, shall have attached a copy of the Power of Attorney establishing the unqualified authority of the signer to sign such a commitment by the surety. Such surety shall meet all the requirements of N.J.S.A. 18A:64A-25.17(c).

The Consent of Surety must guarantee performance for any option to renew that may be exercised by the College.

6.0 BID ELIGIBILITY, REVIEW AND SELECTION

- 6.1 In order to be eligible to bid, the Bidder must have demonstrable satisfactory experience in providing custodial services to at least two schools or colleges of at least similar size as the College. Bidder must provide three references of custodial services provided within the past five years, two of which must be schools or colleges. The College reserves the right to contact persons of any facility served by the Bidder's organization to solicit assessments as to the overall quality of performance. A record of poor performance on prior and/or current custodial services contracts by a Bidder, or revocation of any applicable registration, certificate or licensing held by the Bidder, is sufficient basis for the College to reject the bid. Notice of a decision to reject the bid shall be provided to the Bidder prior to any award of the Contract by the College. The Bidder will be given an opportunity to be heard through an informal process concerning any decision to reject based on poor performance prior to award of the Contract.
- 6.2 The Bidder must be able to comply with all requirements set forth in the form of Contract, which are made part of this RFB.
- 6.3 The Bidder shall furnish and include all the forms, information and data requested in this RFB. All statements by Bidders shall be complete and accurate. The College reserves the right to reject any bid containing any material defects, omissions,

inaccuracies or misstatements. The College reserves the right to waive minor elements of non-compliance.

- 6.5 **The Contract shall be awarded to the lowest responsible and responsive Bidder. The Bidder's initial-year's price submitted on the Bid Proposal Form shall be the basis for determining the Contract award.**
- 6.6 The College reserves the right to waive minor, non-material bid deficiencies, and to reject all bids.

7.0 CONDITIONS OF BID

- 7.1 By submitting a Bid, the Bidder consents to, and agrees to abide by, all conditions and requirements set forth in the RFB. The contents of the RFB shall constitute a part of the awarded Contract and shall not be subject to a post-award objection of the Bidder. The pricing found in the successful Bid, as well as any assurances, guarantees, and promises of the Bidder found in such Bid, shall also constitute a part of the awarded Contract.
- 7.2 All materials submitted by the Bidder in response to this RFB become the exclusive property of the College.
- 7.3 By submitting a Bid, the Contractor covenants and agrees that it is satisfied, through its own investigation of the conditions to be met, that it fully understands its obligations; and that it will not make any claim for, or have right to, cancellation or relief without penalty because of any misunderstanding or lack of information.
- 7.4 N.J.S.A. 54:32 B-1 et seq. exempts all services and materials sold to county colleges from sales or use taxes. Contractor shall not include these taxes when calculating pricing.
- 7.5 Independent Status of Contractor – If awarded a contract or purchase agreement, the contractor's status shall be that of an independent contractor and not an employee of the College.

8.0 MANDATORY STATE LAWS

- 8.1 **Business Registration** – Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the bidder has a valid Business Registration Certificate on file with the Division of Revenue.
- 8.2 **Corporate Authority** – All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State.
- 8.3 **Ownership Disclosure** – All bidders shall submit with their bid a statement of ownership disclosure identifying the names and addresses of all its owners holding

10% or more of the corporation or partnership's stock or interest, in accordance with N.J.S.A. 52:25-24.2.

- 8.4 **Anti-Discrimination** – All parties to any contract with the College agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq., and N.J.S.A. 10:5-31 through 10:5-38, and N.J.A.C. 17:27 et seq., and all other application rules and regulations.
- 8.5 **Americans with Disabilities Act** – The contractor must comply with all provisions of the Americans with Disabilities Act (“ADA”), L.L. 101-336, in accordance with 42 U.S.C. 12101.
- 8.6 **Pay to Play Prohibitions** – Pursuant to N.J.S.A. 19:44A-20.13 et seq., and specifically N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to: (a) make or solicit a contribution in violation of the statute; (b) knowingly conceal or misrepresent a contribution given or received; (c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; or perform any other acts in contravention of applicable law.
- 8.7 **Political Contribution Disclosure** -- The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-10.27 if in a calendar year the contractor receives on or more contracts valued at \$50,000 or more.
- 8.8 **Buy American** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States.
- 8.9 **OSHA compliance** – If awarded a contract or purchase order, the contractor agrees to comply with all applicable Occupational Safety and Health Administration code requirements.
- 8.10 **Subcontracting** – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the College. Such consent, if granted, shall not relieve the contractor of any of its responsibilities under the contract.

9.0 INSURANCE AND INDEMNIFICATION

- 9.1 **Indemnification** – If awarded the contract or purchase order, the contractor or vendor shall assume the risk of an responsibility for, and agrees to indemnify, defend and save harmless the College and its employees from and against any and all claims, demands, suits, actions, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever arising from or resulting

from the work, services or materials supplied under the contract or purchase order. This indemnification provision is not limited by, but is in addition to the insurance obligations contained in the contract or purchase order.

- 9.2 **Insurance Requirements** – If awarded the contract or purchase order, the contractor or vendor shall assume all responsibility for its actions and those of anyone working for it while engaged in or traveling to or from any work, service or activity connected with the Services. The contractor shall carry sufficient insurance to protect it and the College from any property damage or bodily injury claims arising out of the performance of the Services.

Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted no later than ten days after receipt of the notice of intent to award the contract or purchase order.

The successful contractor or vendor shall provide the minimum insurance coverage set forth in Article 6 of the attached draft contract.

- 9.3 All required insurance must be in effect not later than 12:01 a.m. at the start of the day of the contract or purchase order and remain in effect for the duration of the contract or purchase order, including any extensions.
- 9.4 Liability insurance must remain in effect for ninety days following termination of all work or services.

10.0 REQUIREMENTS APPLICABLE TO GOODS AND EQUIPMENT CONTRACTS **THIS SECTION NOT APPLICABLE TO THIS RFB**

- 10.1 **Brand Name Specification** – When a specification set forth in Form L, Specifications for Goods and Services, requires a particular manufacturer or brand, it indicates the quality and characteristics of the item being specified. A bid submitted without taking an exception to the identified manufacturer or brand will be assumed to mean that the bidder shall provide the identified manufacturer or brand. The bidder may offer an “equal” item, provided that the item is similar to the specified brand in all essential characteristics in terms of quality and functionality. The College shall have the sole discretion to determine whether the proposed item is equal to the specified brand.
- 10.2 **Samples** – The College reserves the right to require the bidder to submit samples for approval. The College shall be the sole judge of whether said sample meets its specified requirements. When required by the Specifications for Goods and Services, samples shall be delivered to the College at the time of bid submission.
- 10.3 **Delivery Costs** – Unless otherwise noted in the Specifications for Goods and Services, all prices for goods and equipment are to be submitted “F.O.B. Destination.” Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of goods and equipment in good condition to the College. C.O.D. terms are not acceptable as part of a bid

proposal and will be cause for rejection of a bid. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

- 10.4 **Estimated Quantities** -- If the Specifications for Goods and Services identify an estimated quantity of goods, that estimate shall not be construed as either the maximum or minimum quantity which the College shall be obliged to order. The bidder shall propose a per unit price for which it will receive payment for the actual quantity purchased.
- 10.5 **Delivery Schedule** -- In the event that delivery of goods is not made within the number of days stipulated in the Specifications for Goods and Services, or in the Purchase Order, the College may be authorized to obtain the material from any available source. The difference in price, if any, shall be the responsibility of the contractor.
- 10.6 **Equipment** -- All equipment offered must be standard new equipment and be the manufacturer's latest model in production, with parts not likely to be discontinued. All new machines are guaranteed to be fully operational for the term of the contract.
- 10.7 **Warranty** -- During the warranty period, the contractor shall repair or replace all goods and equipment.

11.0 DIAGRAM OF THE WASHINGTON MAIN CAMPUS

See attached.

12.0 DIAGRAM OF THE PHILLIPSBURG EDUCATION CENTER

See attached.

13.0 ACADEMIC CALENDAR

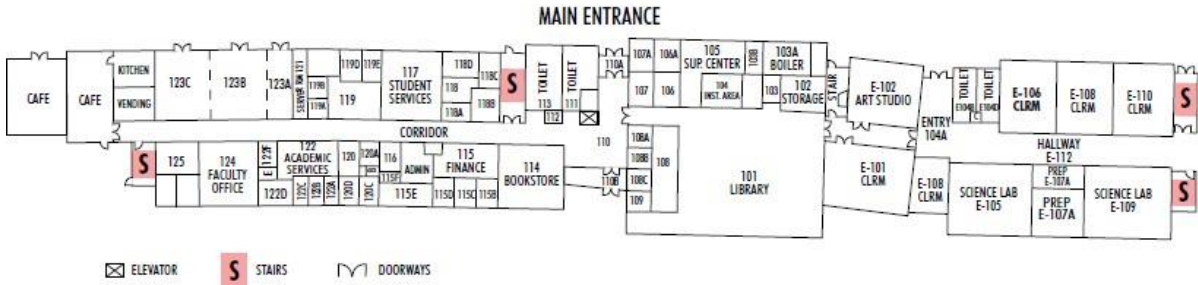
See attached.

14.0 SPECIFICATIONS AND SCOPE OF SERVICES

See attached.

11.0 WASHINGTON MAIN CAMPUS

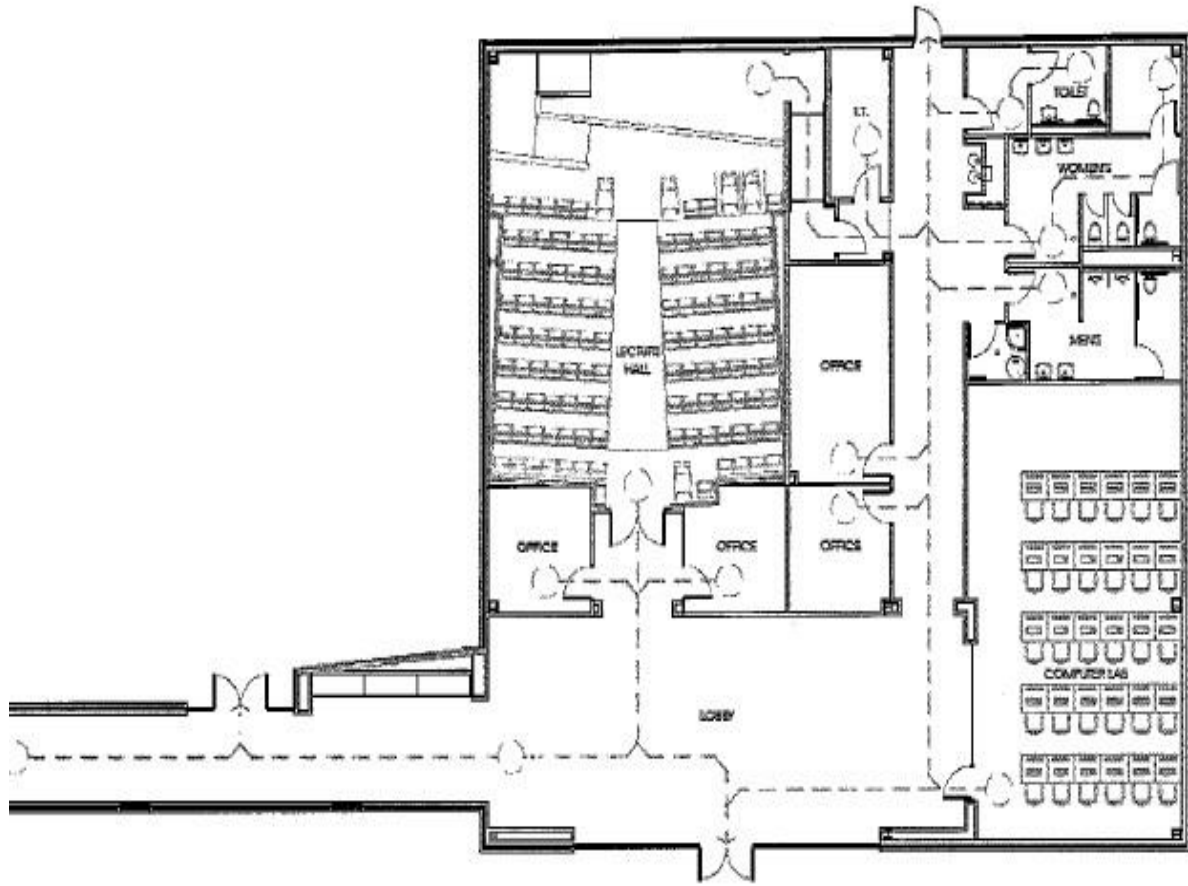
FIRST FLOOR LAYOUT



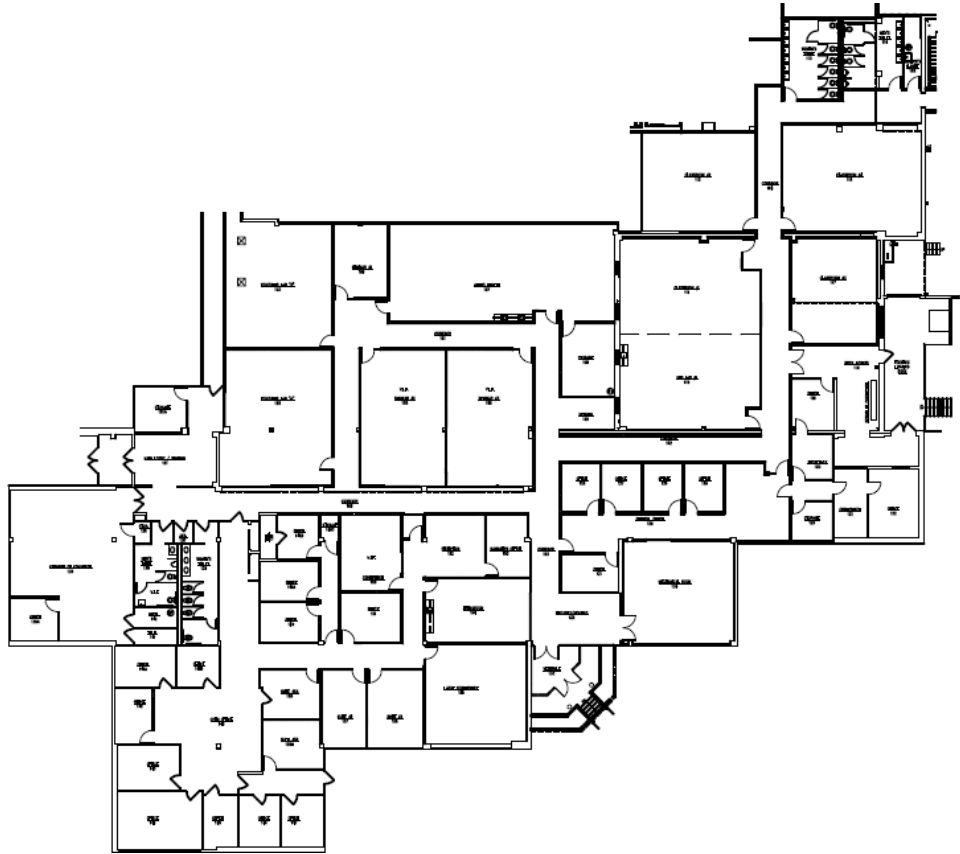
SECOND FLOOR LAYOUT



Annex addition



12.0 PHILLIPSBURG EDUCATION CENTER



13.0 ACADEMIC CALENDAR

DRAFT - Academic Calendar

Fall 2022 and Spring 2023

	Fall 2022	Fall 2022 PowerPack*	Spring 2023	Spring 2023 PowerPack
Last day for 100% refund	Tuesday, September 6, 2022		Tuesday, January 17, 2023	
Classes begin	Wednesday, September 7, 2022		Wednesday, January 18, 2023	
Last Day to Add classes/Last day for 80% refund	Tuesday, September 13, 2022		Tuesday, January 24, 2023	
Last day for 50% refund	Tuesday, September 20, 2022		Tuesday, January 31, 2023	
Mid-Term grades due	Friday, October 28, 2022	<i>Not applicable</i>	Friday, March 10, 2023	Not applicable
Last withdrawal day for a "W"	Friday, November 11, 2022		Friday, March 31, 2023	
Last withdrawal day for a WP/WF	Monday, December 12, 2022		Tuesday, May 2, 2023	
Classes end	Thursday, December 22, 2022		Tuesday, May 16, 2023	
Final Grades due	Monday, January 2, 2023		Friday, May 29, 2023	

Other important dates

Labor Day: College closed - Monday, September 5, 2022

Fall Faculty/Staff In-Service: Friday, October 14, 2022

Thanksgiving Holiday: No classes Thursday, November 24 & Friday, November 25, 2022 and College offices closed Thursday, November 25 through Sunday, November 28, 2022

Winter Recess: College closed - Saturday, December 24, 2022 through Sunday, January 1, 2023

Dr. Martin Luther King, Jr. Day: College closed – Monday, January 16, 2023

Spring Faculty/Staff In-Service: Friday, March 10, 2023

Spring Break: No classes, Monday, March 13, 2023-Friday, March 17, 2023

Commencement: Saturday, May 20, 2023

14.0 CUSTODIAL CLEANING SERVICES SPECIFICATIONS AND SCOPE OF SERVICES TO BE PROVIDED

SPECIFICATION A
REQUIRED DAILY CLEANING WHEN STUDENTS ARE IN ATTENDANCE

1. Toilet Rooms

- a. Toilet rooms will be thoroughly sanitized after school each evening.
- b. Remove all trash to collection point.
- c. Refill paper towel, soap and toilet paper containers (with supplies provided by the College).
- d. Sweep and sanitize floors and disinfect all plumbing fixtures, including all basins, bowls and urinals, inside and outside faucets.
Polish all mirrors and bright work.
- e. Dust all ledges, vents, partitions, and light fixtures above sinks.
- f. Damp wipe all partitions with disinfectant.
- g. Spot clean all walls.
- h. Remove graffiti.
- i. Check to be sure all plumbing is operational, that there are no stoppages, or that there are no leaks.

2. Offices, Lounges , Conference Rooms and Classrooms

- a. Empty all waste receptacles and damp wipe them as necessary to remove soil.
- b. Dust clear areas of furniture tops, shelves and ledges.
- c. Spot-clean glass in doors and partitions. Wipe dry as needed.
- d. Clean any sinks or other rest room fixtures in offices in accordance with the rest room cleaning procedure.
- e. Dust mop floor with a treated dust mop. Sweep wooden or cement floors that are too rough to dust mop.
- f. Spot mop all floors (except carpeted floors) to remove very heavy soil.
- g. Vacuum clean traffic patterns on carpeted floors four days each week (vacuum clean the entire carpeted area one day each week).
- h. Wipe down desk tops and chairs.

3. Entrances, Lobbies, Hallways

- a. Empty waste from waste receptacles. Damp-wipe soiled waste receptacles. Replace plastic when used in waste receptacles.
- b. Dust all window sills, ledges and furniture tops.
- c. Clean smudges and soil from glass in partitions and doors.
- d. Vacuum any carpets or mats and check carpets for spot cleaning.
- e. Dust mop floors with wide, treated dust mop. Vacuum mop head periodically to remove dust, when a vacuum cleaner is available; or shake out into empty plastic bag, with mop head in the bag. Sweep wood and rough concrete floors.
- f. Spot-mop floors as necessary to remove heavy soil. (Completely damp mop ceramic concrete, terrazzo and resilient tile floors weekly).

- g. Clean water fountains with germicidal detergent or powdered cleanser. Wipe off with dry cloth.
- h. Spot-clean finger marks and smudges on walls, door facings and doors. Rinse with sponge and clear water.
- i. Fire extinguisher boxes – Remove trash and damp wipe surfaces.
- j. Wipe baseboards.

4. Stairways

- a. Dust mop using small treated dust mop. If soil is heavy or abrasive, use a broom. Dust handrails and any window sills or ledges.
- b. Spot clean walls, using detergent solution. Difficult to remove marks may be removed by carefully applying lotion cleanser with a damp sponge or cloth and rinsing thoroughly with clean water.
- c. Using a damp cotton mop, spot mop treads that are heavily soiled.
- d. Vacuum clean carpets and spot clean as necessary.

SPECIFICATION B
REQUIREMENTS TWICE PER WEEK

Using a floor machine equipped with a buffing brush or pad, buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.

1. Stairways

- a. Completely damp mop treads.
- b. Wipe down handrails with detergent solution and cloth.
- c. Wipe down stair risers monthly to remove soil, scuffs and shoe marks.

SPECIFICATION C
REQUIRED WEEKLY CLEANING WHEN STUDENTS ARE IN ATTENDANCE

1. Classrooms, Laboratories, and Library

- a. Thoroughly mop all smooth flooring surfaces with a mild sanitizing solution.
- b. Completely vacuum carpeted areas, moving all furniture and rearranging as needed.
- c. Damp wipe all doors.
- d. Empty all pencil sharpeners.
- e. Dust vertical furniture surfaces, wall vents and vertical wall trim.
- f. Check all ceilings for cobwebs.
- g. Clean all doorknobs push plates and kick plates.
- h. Carefully clean and damp wipe all chalk board trays.

SPECIFICATION D
REQUIREMENTS EVERY FOUR (4) WEEKS

If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

1. Toilet Rooms

- a. Damp wipe all vertical surfaces with a mild sanitizing disinfectant.
- b. De-lime urinals.
- c. Clean doorknobs, push plates and kick plates.
- d. Check all ceilings for cobwebs.

2. Offices, Lounges, and Conference Rooms

- a. In areas which have ceramic, concrete, terrazzo or resilient tile floors, damp mop.
- b. Completely vacuum carpeted area.
- c. Dust vertical furniture surfaces, wall vents and vertical wall trim.
- d. Clean all doorknobs push plates, and kick plates.
- e. Check all ceilings for cobwebs.
- f. Spray buff all smooth floor surface traffic patterns every week. Spray buff entire flooring area monthly.
- g. Clean all telephones with a mild sanitizing disinfectant.

3. Entrances and Lobbies

- a. Clean all entrance way glass using a glass cleaner in a spray bottle.
- b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
- c. Dust vertical furniture, surfaces, wall vents and vertical wall trim.
- d. Clean metal doorknobs, rails, push plates and kick plates on doors.
- e. Check all ceilings for cobwebs.

SPECIFICATION E
REQUIRED ANNUAL AND SEMI-ANNUAL PROJECT CLEANING

1. Floor Refinishing

- a. Strip and wax all floors in classrooms, hallways, public space and gathering areas during the summer months prior to the opening of the College for the fall semester.
- b. Computer labs are to be coordinated with the College administration and its contracted IT department to ensure rooms are prepped and all wiring is dealt with by the IT staff prior to stripping and waxing of said computer labs. No wires are to be arbitrarily touched or removed by a cleaning staff member. This will be the sole responsibility of the IT staff to prep rooms prior to stripping and waxing.
- c. Library - Wipe down library book shelves semi-annually.

SPECIFICATION F
MISCELLANEOUS RESPONSIBILITIES

It is to be understood that the Contractor is there to support the faculty, administration and staff. As such, unscheduled needs will arise from time to time and will need to be met by the Contractor.

Normally recurring miscellaneous duties include:

- a. Securing of facility – daily P.M. check of function integrity of the building hot water, heat, leaks, etc.
- b. Other duties as assigned by faculty, administration or staff.

FORM A

BIDDER'S CHECKLIST RE: KEY SUBMISSIONS

Bidder has carefully reviewed its completed Bid on this Contract and has verified that it has included the following items in its Bid Submission and has indicated such verification by the check marks below. A failure to include this checklist and any of the following items with the Bidder's Bid may result in rejection of the Bid

<u>Written Submissions</u>	<u>Bidder's Check Marks</u>
This Checklist (Form A)	[]
Bidder's Bid Form (Form B)	[]
Bidder's Acknowledgement of Receipt of Addenda (Form C)	[]
Bidder's N.J. Business Registration Certificate (Form D)	[]
Bidder's Non-Collusion Affidavit (Form E)	[]
Bidder's Ownership Disclosure (Form F)	[]
Bidder's Disclosure of its Investment Activities in Iran (Form G)	[]
Bidder's EEO Agreement (Form H)	[]
Bidder's Affirmative Action Evidence (Form I)	[]
Bidder's Agreement re: Americans with Disabilities Act (Form J)	[]
Bid Bond	[]
Consent of Surety	[]
Bidder's Quality Assurance Program and Employee Training Program	[]
Bidder's References	[]

PLEASE COMPLETE THIS FORM AND RETURN WITH YOUR BID.

BID PROPOSAL

FORM B

To: Warren County Community College
475 Route 57 West
Washington, New Jersey 07822
Attention: Dennis Florentine, Dean of Administration

The undersigned hereby proposes to furnish and deliver all services specified in College's RFB for the following price:

Year One

_____ \$ _____
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES*)

The Bidder's initial-year's prices submitted above shall be the basis for determining the Contract award.

The College has the option of renewing the awarded Contract for a second and third year.
The Bidder shall include pricing for the optional renewals:

Year Two

_____ \$ _____
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES*)

Year Three

_____ \$ _____
(AMOUNTS TO BE SHOWN IN BOTH WORDS AND FIGURES*)

The undersigned Bidder certifies that: (1) its representatives have read and fully understand the terms and conditions of the College's RFB; (2) Bidder's performance of the awarded Contract will strictly comply with the RFB and applicable laws and regulations; (3) Bidder meets all of the qualifications needed to perform the scope of services contemplated by its prices and the RFB; and (4) the individual signing below is duly empowered by Bidder to so sign and such signature will legally bind the Bidder to its Bid.

Print name/title of bidder: _____

Signature of Bidder's Representative: _____

Bidder's Taxpayer I.D. #: _____

Bidder's Address: _____

Bidder's Telephone No.: _____

***Where there is a conflict between the amount stated in words and the amount stated in numbers, the amount stated in words shall be deemed to control.**

Failure to complete and sign this Bid Proposal form shall result in mandatory rejection of the bid.

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDA (IF ANY)
(FAILURE TO INCLUDE WITH BID SHALL RESULT IN BID REJECTION)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Bidder's Representative

Name and Title of Signatory

Date of Signature

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

FORM D

**ATTACH HERETO BIDDER'S NEW JERSEY BUSINESS
REGISTRATION CERTIFICATE – SUBMIT WITH BID**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF WARREN

I _____ being of full age, being duly sworn according to law on my oath, affirm that:

I am (title) _____ of the firm of _____, the Bidder making the Bid for the above-named project. I executed the said Bid with full authority so to do. Said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action, in restraint of free, competition in connection with the above named action, in restraint of free, competition in connection with the above named project. All statements contained in said Bid are true and accurate. Said Bidder recognizes and understands that the College relies upon the truth of the statements contained in said Bid and in any statements requested by the College showing evidence of qualifications 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.

Signature of bidder: _____

Subscribed and sworn to
Before me this _____ day
of _____, 20__

NOTARY PUBLIC OF:
MY COMMISSION EXPIRES:

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.



OWNERSHIP DISCLOSURE FORM

FORM F

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary. Y N
- The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary. Y N
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.
- The vendor is a **corporation, partnership, or limited liability company**; and therefore, disclosure is necessary. Y N
If you answered **YES** to Question 3, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. *

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

- For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?
If you answered **YES** to Question 4, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified. *

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

- As an alternative to completing this form, a Vendor 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% 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% 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% or greater beneficial interest. *

* Attach additional sheets if necessary

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER/OFFEROR:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to N.J.S.A. 18A: 64A-25.43, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a Contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in Investment activities in Iran. The Chapter 25 list is found on the Division's website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders, **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Bidder's Bid non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or Contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 18A: 64A-25.43 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer "or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

OR

- I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the Bid being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ADD A SIGNED RIDER.

Name _____	Relationship to Bidder/Offeror; _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____ _____	Contact Phone Number _____

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

Full Name (Print):

Signature:

Title:

Date:

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/Contract_compliance)

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Bidder, by signing below, agrees to fully comply with the foregoing requirements and to ensure that any subcontractors also strictly comply therewith:

Bidder's Name

Bidder's Binding Signature

Name of Signatory

Title of Signatory

DATE: _____

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT AND SERVICE CONTRACTS

“Bidders are required to comply with the requirements of P.L. 1975 c. 127”

A. All Contracts

- 1. Within seven (7) days after receipt of the notification of intent to award this Contract or receipt of the Contract, whichever is sooner a procurement Contractor should present one of the following to the College.
 - a. An existing federally approved or sanctioned affirmative action program.
 - b. A Certificate of Employee Information Report Approval.
 - c. If the Contractor cannot present “a” or “b”, the Contractor is required to submit a completed employee Information Report (Form AA302).

The following questions must be answered by all Bidders:

- 1. Do you have a federally approved sanctioned Affirmative Action Program?
 - () YES () NO
 - a. **If yes, please submit a photo static copy of such approval.**

- 2. Do you have a State of New Jersey certificate of Employee Information Report approval?
 - () YES () NO
 - a. **If yes, please submit.**

Bidder, by signing below, agrees to fully comply with the foregoing requirements and to ensure that any subcontractors also strictly comply therewith:

_____ Date: _____

Bidder’s Name

Bidder’s Binding Signature

Name of Signatory

Title of Signatory

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID.

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

The successful Bidder does hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the College pursuant to this Contract, the successful Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the successful Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the successful Bidder shall defend the College in any action or administrative proceeding commenced pursuant to this Act. The successful Bidder 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 successful Bidder 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 successful Bidder 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 WCCC 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 College shall, as soon as practicable after a claim has been made against it, give written notice thereof to the successful Bidder 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 successful Bidder 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 College of the services provided by the Contractor pursuant to this Contract will not relieve the successful Bidder of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the College pursuant to this paragraph.

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

Bidder's Name: _____

Bidder's Binding Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Date: _____

BID BOND

FORM K

ON NOTICE TO WARREN COUNTY COMMUNITY COLLEGE:

We, the Bidder,

as **PRINCIPAL**, and _____ as **SURETY**, are held and firmly bound unto the Warren County Community College, hereinafter called the "Obligee", in the penal sum of 10% of the Principal's Total Bid Price (not to exceed \$20,000.00), lawful money of the United States, for the payment of which sum well and truly to be made the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such that, whereas the Principal has submitted the accompanying bid, dated _____, 20__, for the following Contract:

WARREN COUNTY COMMUNITY COLLEGE
NAME OF CONTRACT: Professional Cleaning Services

NOW, THEREFOR, if the Obligee shall accept the Bid of the Principal and the Principal shall timely enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to the Obligee the difference not to exceed the penalty hereof consisting of the difference between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__.

The name and corporate seal of each corporate party is affixed and this bid bond is herewith duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL / BIDDER

ATTEST:

Principal's Name

Signature

Principal's Address

Name

Officer's Signature

Title

Title of Signer

Date

Date

(Affix Corporate Seal)

SURETY COMPANY

Name of Surety _____

Name of Witness _____

Address of Surety _____

Signature of Witness _____

Signature of Attorney-in-Fact _____

Name of Attorney-in-Fact _____

Date _____

Date _____

(Affix Corporate Seal)

An attorney- in- fact who signs must attach a certified and effectively dated copy of their power of attorney clearly indicating signer' s authority to sign the required Bid Bond.

CONSENT OF SURETY

FORM L

TO: Warren County Community College
(Project Owner)

RE :
(Bidder)

WARREN COUNTY COMMUNITY COLLEGE
NAME OF CONTRACT: PROFESSIONAL CLEANING SERVICES

ON NOTICE TO WARREN COUNTY COMMUNITY COLLEGE, the undersigned surety company, being duly qualified to engage in the surety business in the State of New Jersey and meeting all the conditions and requirements of the Project Owner's Bid Solicitation, does hereby certify, consent, agree, promise, covenant, represent, guarantee and warrant to the Project Owner that, if the Contract for this Project is awarded to the Contractor/Bidder, the undersigned surety company shall promptly issue the separate performance bond and the labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price and to be conditioned so as to indemnify the Project Owner against any loss due to the failure of the Contractor/Bidder to meet its obligations under the awarded Project Contract and otherwise in the form required by the Project Owner's Bid Solicitation.

CONTRACTOR/BIDDER

SURETY COMPANY

Print Company Name:

SURETY:

By: _____

Signature

Signature of Attorney in Fact

Name of Signer

Name of Attorney in Fact

Date:

Date:

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney verifying signer's unqualified authority to sign this Consent of Surety.

CONTRACT

THIS AGREEMENT is made the _____ day of _____, 20__ between **WARREN COUNTY COMMUNITY COLLEGE** (“Owner”) and _____ (“Contractor”) whose address is _____,

The Owner and Contractor, pursuant to Owner’s solicitation of competitive bids for Owner’s Contract for Professional Cleaning Services (“Contract”) and Owner’s award of such Contract to Contractor as the lowest responsive and responsible Bidder, agree as follows:

1. Contractor shall, in accordance with and subject to, the terms and conditions of this Contract, be entitled to be paid in accordance with the following hourly rates for its complete and fully compliant performance of all Contract requirements of Contractor:

Year One Contract Price:

Optional Renewals:

Year Two Contract Price:

Year Three Contract Price:

2. The respective rights and obligations of Owner and Contractor under this Contract are as set forth in the following documents, which shall comprise the Parties’ Contract: (a) Owner’s Request for Bids (RFB) which led to Owner’s award of the Contract to Contractor; (b) the attached Owner’s General Terms & Conditions; (c) the complete contents of Contractor’s successful Bid submission; (d) all contract modifications, if any, to be issued by Owner following the Parties’ execution of the Contract; and (d) any written Contract modification jointly executed by the Parties to the Contract.

3. The above-listed Contract documents are incorporated herein by reference with the same legal effect as id fully set forth herein.

SIGNATURES

Owner has caused this instrument to be signed by its representative who is fully empowered to sign this Contract on its behalf and Contractor has caused this instrument to be signed by its proper corporate officer and has affixed its corporate seal the day and year first above written.

CONTRACTOR

WARREN COUNTY COMMUNITY COLLEGE

(Signature) _____

(Signature) _____

Print Name/Title _____

Print Name/Title _____

Date: _____

Date: _____

GENERAL CONTRACT TERMS AND CONDITIONS

Unless the Contractor is specifically instructed otherwise in the Request for Bids or Proposals, the following General Terms & Conditions shall apply to, and be incorporated into, Contractor's Contract with Warren County Community College ("Owner"). These General Terms & Conditions are in addition to any obligations, representations, requirements, terms, conditions, assurances, and promises, set forth in the Owner's Request for Bids/Proposals and any requirements imposed by applicable law (collectively "Contract"). These General Terms & Conditions are not negotiable by the Contractor post-bid. By submitting its Bid/Proposal, Contractor unequivocally and unconditionally agrees to be strictly bound by these General Terms & Conditions, as part of the awarded Contract.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY: N.J.S.A. 14A:13-3 requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Contractor represents that it has fully complied with such requirements and that it shall be in strict compliance for the duration of this Contract.

1.2 ANTI-DISCRIMINATION: All parties to any Contract with the Owner agree not to discriminate in employment and agree to abide by all anti-discrimination laws including, but not limited, to those contained in N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 WAGES PAID TO CONTRACTOR'S EMPLOYEES: Contractor, in paying its employees involved in the performance of its Contract services, shall strictly comply with all applicable legal requirements, including minimum wage requirements.

1.4 SUSPENSION/DISBARMENT: The Contractor's signature on its Bid/Proposal guarantees that: (a) neither it nor any of its subcontractors has been suspended or debarred by New Jersey's Department of Labor and Workforce Development or any other State or local agency; and (b) Contractor and its subcontractors will strictly comply with all applicable provisions of the Prevailing Wage and Public Works Contractor Registration Acts.

1.5 AFFIRMATIVE ACTION: Owner is committed to affirmative action and equal opportunity in all areas of operation. The Bidder must certify that it has an affirmative action/equal employment opportunity program. If, prior to or at the time the Owner submits a Contract for signing, Contractor does not submit to the Owner written evidence of an existing federally approved or sanctioned Affirmative Action Program; then, no later than three (3) days after the vender signs the Contract, Contractor shall complete and submit to the Owner the appropriate forms.

1.6 SALES TAXES: Owner is statutorily exempt from sales and use taxes on all services and materials purchased by Owner. Contractor shall does not include them in its Bid price or when calculating its price for an Owner-issued Contract modification.

1.7 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS: P.L. 2004, c.57: On June 29, 2004, A-3130 (P.L. 2004, C.57). The Contractor shall comply with "Contractor Use Tax Registration and Collection Legislation." Accordingly, Contractor is required to comply with the following:

- a) Business Registration Certificate Requirements: The law requires public entities, including the Owner, to obtain and collect State of New Jersey, Department of Treasury Certificates of Business Registration from all Contracted parties with whom they conduct business. Contractor should have provided a current Certificate of Business Registration (or interim registration) as part of its Bid/Proposal. To the extent that the Contractor should retain any subcontractors, Contractor shall, in advance of so doing, seek written approval by the Owner and provide such subcontractors' N.J. Business Registration Certificate.
- b) New Jersey Sales and Use Tax Requirements: Pursuant to the same law, all Contractors, or any of their affiliates, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 *et seq.*), regardless of whether the tangible personal property is intended for a Contract with a Contracting agency. This tax shall be remitted for the term of the Contract. The successful Bidder agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

1.8 AMERICANS WITH DISABILITIES ACT: Contractor shall comply with the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the Owner.

1.9. LICENSING: Contractor represents that it possesses any license or permits that may be required to perform its Contract work.

2. INDEPENDENT CONTRACTOR:

Contractor is not an agent of Owner. Contractor is an independent Contractor of Owner.

3. SCOPE OF WORK:

Contractor shall, at its Contract price, furnish, provide and supply all services set forth in the RFB.

4. NO SUBCONTRACTING: No subcontractors are permitted under this Contract.

5.0 LIABILITY

5.1 INDEMNIFICATION: To the broadest and fullest extent allowable by applicable law, the successful Bidder shall, defend, indemnify and hold harmless the Owner, its departments, agencies, boards, trustees, commissions, officers, officials, agents, servants, administrators and employees ("Indemnities") from and against any and all manner, type, variety, and category of claims, demands, actions, and liability, direct or indirect, for property damage (personal and real), bodily injury (including death), economic loss, and/or legal fees caused by or out of Contractor's performance, or failure to perform, its responsibilities under its Contract, even where such claim, demand, action, or liability is alleged to be or is in fact in part the proximate result of Indemnitee's negligence. The "defense" aspect of this Contractor obligation shall be implemented by Contractor paying the legal bills of the Indemnitee, who shall have the unfettered right to select counsel of its choosing. Further, to the extent that an Indemnitee is compelled to undertake an enforcement action against Contractor in order to obtain Contractor's compliance with the obligations specified in this paragraph, such Indemnitee shall be entitled to recover its expenses incurred in connection with such enforcement proceedings, including, but not limited to, Indemnitee's reasonable counsel fees and expert fees. Also, to the extent that any monies are owed to an Indemnitee by Contractor hereunder and not

paid within 30 days of being billed, Indemnitee shall be entitled to recover interest from Contractor on said sum at the rate of 6% per annum. Contractor's obligations and liability under this paragraph shall survive termination or completion of its Contract and shall not be limited by any required insurance coverages. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in the Owner's RFB/RFP. In the event that the Owner is compelled to institute legal proceedings to enforce its rights under this paragraph, the Owner shall be entitled to collect its legal fees from Contractor. If any aspect of this indemnification obligation is adjudicated to be unenforceable as a matter of law, this indemnification shall be enforced to the extent that it is legally enforceable.

Owner and any other Indemnitee shall, as soon as practicable after any claim encompassed by this defense, indemnity, and hold harmless obligation of Contractor has been formally made, give written notice thereof to Contractor, along with full and complete particulars relating to the claim and a copy of the demand, complaint, notice, summons, pleading, or other process received on account thereof. Any undue delay in notifying Contractor of a claim encompassed by Contractor's defense, indemnity, and hold harmless obligation shall not relieve Contractor of such obligation, except to the extent that Contractor can prove by, clear and convincing evidence, that Contractor was prejudiced thereby and, in such event, Contractor's obligation shall be diminished or off-set only to the degree of the monetary value of such proved prejudice to Contractor.

The foregoing defense, indemnity, and hold harmless obligation of Contractor shall in no way limit or diminish the other obligations assumed by the Contractor under this Contract and shall not be construed either to relieve Contractor from any liability or to preclude Owner from taking any other action available to it under any other Contract provisions or applicable law. No approval, payment, or acceptance by Owner under the terms of this Contract shall, in any manner and to any extent, waive or diminish Contractor's aforesaid obligation to defend, indemnify and hold harmless the Indemnitees. Owner assumes no obligation to defend, indemnify or save harmless Contractor, its agents, servants, employees and subcontractors, for any claim which may arise out of their performance of this Contract.

5.2 LIABILITY FOR DEFECTIVE SERVICES: Notwithstanding any payment or payments by Owner hereunder, Contractor shall be liable to Owner for all injuries sustained by Owner, its employees, officers, trustees, officials, directors, managers, and agents employees, and any third party, by reason of any failure of Contractor to properly discharge its contractual obligations to Owner, its unsafe activities, its negligence, or its intention misconduct.

5.3 FORCE MAJEURE: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. The Contractor shall notify the Owner orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Owner may reasonably request. After receipt of such notification, the Owner may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. In the event of a declared emergency by competent governmental authorities, the Owner by notice to the Contractor, may suspend all or a portion of the Contract.

5.4. LIMITATIONS ON LIABILITY: Contractor agrees that there is no Contractual limitation upon its contractual liability to the Owner. Owner shall have no liability to Contractor for consequential damages, punitive damages, special damages, speculative damages, unforeseeable damages, lost profits, unabsorbed overhead, and delay damages.

6. INSURANCE:

REQUIRED INSURANCE COVERAGES: Prior to the start of any work, Contractor shall furnish a Certificate of Insurance to Owner reflecting the following minimum insurance requirements in the forms and with insurance companies acceptable to the Owner. The policies shall be endorsed to provide thirty (30) days written notice to the Owner prior to cancellation, termination, or alterations of said insurance and that this required notification will be included in the required insurance certificate.

A. Workers Compensation and Employers Liability in accordance with the statutory requirements. An endorsement shall be attached to the Employers Liability Insurance and shall carry a minimum limit of \$500,000 bodily injury, each occurrence, \$500,000 disease, each employee, and \$1,000,000 disease, aggregate limit.

B. Commercial General Liability insurance written on an occurrence form covering, but not limited to, the liability assumed under the indemnification of this Contract, including, where applicable, projects/completed operations, Broad Form Property Damage, and Broad Form Contractual Liability with the following limits of liability:

Combined Single Limit Each Occurrence	\$1,000,000
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Personal/Advertising Injury Limit	\$1,000,000
Fire Damage Legal Liability	\$ 50,000
Premises Medical Payments	\$ 5,000

A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this Contract.

- (a) The completed operations coverage shall be written so as to protect the Owner in the event of damage to the Owner and/or any other person for Bodily Injury or Death or property damage in the amounts shown. This insurance shall be maintained for the duration of the Contract period.
- (b) Contractual Liability coverage will indicate that it includes the Contractual obligations stipulated in the Contract.

C. Commercial Automobile Liability Insurance with the following limits of liability:

Combined single Limit Bodily Injury and Property Damage, per occurrence	\$1,000,000
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This insurance is to apply to all owned, non-owned, and hired automobiles, used by the Contractor in the performance of the work and shall be maintained for the duration of the Contract period.

D. The Contractor will provide third party fidelity coverage for the Owner to cover employee dishonesty claims arising from the actions of the Contractors employees with the following limits of liability:

Each Incident	\$ 50,000
Maximum Deductible Each Incident	\$ 2,500

E. Excess Liability-Umbrella Insurance: applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations.

F. Additional Insureds: Owner and its employees shall be named as additional insureds on all required insurance policies except the Worker's Compensation Coverage, and all such Contractor required policies, shall be endorsed so as to provide for a waiver of subrogation against the required additional insureds. Coverage afforded by Contractor to Owner as an additional insured shall be primary to, and non-contributory with, any other insurance available to Owner.

G. Contractor shall require all subcontractors (if any) to comply with all of the insurance requirements described above. It is a Contractor's option to determine the amount of excess liability it will require subcontractors to carry. Contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The vendor shall provide copies of all subcontractor certificates of insurance to the Owner upon request.

H. All required insurance policies shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

I. The insurance coverages outlined above, except for the Workers Compensation coverage, are to include the Owner as an additional insured with respect to its liability arising out of operations performed under the Contract

J. All required insurance coverage must be in effect not later than 12:01AM at the start of the day of the Contract and remain in effect for the duration of the Contract, including any extensions.

K. The required certificates of insurance should be forwarded to:

Dennis Florentine
Dean of Administration
Warren County Community College
475 Route 57 West
Washington, NJ 07882-9605

7.0 PAYMENT

Contractor shall invoice Owner monthly. Payment on invoices shall be made within thirty (30) days of invoice date, assuming that Contractor's invoice is timely submitted, properly supported and certified by the Contractor. Where Owner reasonably requests additional information and/or documentation needed by Owner to evaluate any such invoice, such request shall be promptly honored by Contractor.

8.0 CONTRACT RENEWAL OR EXTENSION

In the event the Contract has an extension or renewal option for Owner and Owner determines that it is in its best interest to extend or renew the Contract, the Contractor will be so notified, in writing, at least 30 days prior to the expiration date of the existing Contract.

9.0 CONTRACT TERMINATION

9.1 TERMINATION FOR CONVENIENCE: Either Party may, on thirty days prior written notice to the other Party, terminate this Contract strictly for its own convenience and without cause. In such event, Contractor's entitlement shall be limited to payment for completed but uncompensated compliant Contract work. Contractor shall submit its invoice for such compensation within thirty days of its receipt of termination notice from the Owner. Contractor shall not be entitled to any consequential damages, including, but not limited to, loss of profits or unabsorbed overhead.

9.2 TERMINATION FOR CAUSE: Where the Contractor is in Default, Owner may terminate the Contract upon 10 days prior written notice to the Contractor to cure such noncompliance and a second 5-day notice of termination if Contractor, in response to the prior 10-day notice, has not diligently pursued the required cure.

Contractor shall be entitled to a termination for cause when monies are owed it by the Owner for work satisfactorily completed for in excess of 60 days and such additional grounds as may exist under New Jersey's Prompt Payment Act, N.J.S.A 2A:30A-1, *et seq.*

10. CONTRACTOR'S DEFAULT: Owner may, subject to the Force Majeure provision elsewhere in this Contract, and in addition to its other rights of Owner under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate the whole or any part of this Contract for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- 3) Unsatisfactory performance of the work;
- 4) Discontinuance of work without prior Owner approval;
- 5) Failure to resume work, which has been discontinued, within a reasonable time after notice by Owner to do so;
- 6) Insolvency or bankruptcy;
- 7) Assignment made for the benefit of creditors;
- 8) Failure to pay its employees wage rates required by applicable law;
- 9) Failure to maintain the required insurance coverages or failure to provide required proof of insurance;
- 10) Failure to timely commence a cure of defective services upon receipt of a 10-day cure notice from Owner;
- 11) Failure to protect, to repair, or to make good any damage or injury to property caused by Contractor;
- 12) Any material misrepresentation discovered in Contractor's Bid; and
- 13) Breach of any material provision of this Contract.

11. SUBCONTRACTING OR ASSIGNMENT: Contractor may not assign this Contract; nor may Contractor sublet any portion of said Contract.

12. APPLICABLE LAW: This Contract, and all litigation arising from or related to the Contract shall be governed by the New Jersey County College Contracts Law, N.J.S.A. 18A:64-52, *et seq.*, and shall be governed by the applicable laws, regulations, of the State of New Jersey without reference to conflict of laws principles. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. To the extent that applicable law requires that certain language be included in the Contract, such language shall be deemed included by reference.

13. VENUE: Any litigation resulting from this Contract shall be brought in the Superior Court of New Jersey, Camden County.

14. CONTRACT MODIFICATIONS: Owner reserves the right to issue Contract modifications, subject to mutual agreement between the Parties as to an equitable adjustment of Contractor's compensation. All such amendments shall be in writing. Where the Parties cannot agree upon an equitable adjustment, Owner may, nonetheless direct that the modification be implemented and adjust compensation as Owner sees fit. In such circumstance, Contractor shall comply with the modification and, if so inclined pursue a claim against Owner. In order for Contractor to pursue such a claim, it must have notified Owner, in writing, of its intent to do so within seven business days of its receipt of the written directive from Owner to proceed over Contractor's objection. All Contract modifications must be signed by Owner.

15. WAIVER BY OWNER: Notwithstanding any language found elsewhere in the Contract, Owner shall not be deemed to have waived any right of Owner or requirement of Contractor, unless such waiver is found in a writing signed by Owner's representative and specifically and expressly stating the precise nature of the intended waiver. No such waiver by Owner shall be implied and Contractor shall not argue to the contrary.

16. CONTRACT INTEGRATION: The Contract consists of: (1) the RFB to which these General Terms & Conditions are attached, (2) these General Terms & Conditions, (3) any commitments, assurances, promises, and representations included in any written submissions accompanying Contractor's successful Bid; all (4) all Contract modifications issued by Owner. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a modification signed by the proper Owner's representative.

17. COUNTERPARTS

This Contract may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement binding on the parties hereto, notwithstanding that all Parties are not signatory to the same counterpart. For purposes of this Contract, a counterpart signed by facsimile or other electronic means shall constitute an original. Any Party delivering an executed counterpart of this Contract by electronic means shall (if requested in writing) also deliver an original executed counterpart, but the failure to deliver an originally executed counterpart shall not affect the validity of this Contract.

18. BINDING EFFECT

This Contract shall be binding upon the successors and assigns of Contractor and Owner.